

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
MAY 18, 2026 – 5:00 p.m.

Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum

Work Session

CMC, Land of the Free, Celebration 250 Grant Award – Board of County Commissioners Director Desiderio

Consent Agenda

Approval of Minutes – May 4, 2026

- Res. #2026-185 Authorization for the Payment of Vouchers \$824,500.17
- Res. #2026-186 Reappointment to the Planning Board (Gunar Arenberg)
- Res. #2026-187 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (CMC, Land of the Free, Celebration 250, \$25,000)
- Res. #2026-188 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (NJ Clean Communities, \$95,991.33)
- Res. #2026-189 A Resolution Authorizing the Ride to Defeat ALS Scheduled for June 13, 2026
- Res. #2026-190 Approval for Behr Brewing 5K Scheduled for June 28, 2026
- Res. #2026-191 A Resolution Authorizing the Annual Escape the Cape Triathlon Scheduled for June 7, 2026
- Res. #2026-192 Authorization for Refund of Taxes
- Res. #2026-193 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Surveying & Engineering Phase Services for the Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue Project (LT-C-075)
- Res. #2026-194 A Resolution Authorizing Expenditure to Dell Technologies for a 13 License Maintenance Agreement under State Contract #20-TELE-01510
- Res. #2026-195 Bid Acceptance and Contract Award for Rotary Community Park Phase 2 (LT-C-028)
- Res. #2026-196 A Resolution Authorizing the Execution of Memorandum of Understanding in Connection with the Cape May County Regional Unmanned Aircraft Systems Task Force
- Res. #2026-197 A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower and the Delaware River and Bay Authority in Connection with the Summer Concert Series at the Cape May Ferry Terminal
- Res. #2026-198 A Resolution Authorizing the Execution of an Indemnification Agreement with the County of Cape May in Connection with the Township's Fourth of July Celebration and the Temporary Closure of a Portion of Townbank Road (CR 648)
- Res. #2026-199 A Resolution Approving a Professional Service Contract with DeBlasio & Associates to Prepare and Submit an Application for the FY2027 NJDOT State Aid Program
- Res. #2026-200 Issuance of Ice Cream Peddling and Ice Cream Salesman License for 2026
- Res. #2026-201 A Resolution Authorizing the Sale of Lower Township Equipment no Longer Needed for Public Use to be Sold for Scrap as Equipment is Rusted and Deteriorated
- Res. #2026-202 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2026-203 A Resolution Scheduling Eight (8) Concerts to be held at the DRBA Ferry Terminal
- Res. #2026-204 Insertion of Special item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (2026 Click it or Ticket, \$5,600)

Regular Agenda

- Ord. #2026-09 An Ordinance Authorizing the Execution of a Utility Easement Agreement with Atlantic City Electric for Real Property Identified as Block 409, Lot 24.02 to Provide Electric Service to the Clem Mulligan Sports Complex Storm Sewer Pump Station. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.
- Ord. #2026-10 An Ordinance Repealing Chapter 7, Traffic, Article IV, Paid Parking Zones/Parking Meters, of the Code of the Township of Lower, and Specifically Repealing Ordinance #2026-04 and Ordinance #2026-08. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Engineer Report

Administrative Reports

Clerk, Construction, Dog, Tax, Vital

Public Comment

Council Comments

Closed Session

- Res. # 2026-205 A Resolution Providing for a Meeting Not Open to the Public in accordance with the provisions of the New Jersey Open Public Meetings Act, NJSA 10:4-12 **Attorney/Client Privilege**

Adjourn

COUNCIL MEETING MINUTES – May 4, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on May 4, 2026 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
Councilmember Joseph Wareham
Councilmember Roland Roy, Jr.
Deputy Mayor Kevin Coombs via phone
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, Robert Belasco, Township Solicitor and Amy Belasco, Deputy Township Clerk

Mayor Sippel asked Solicitor Belasco to summarize Resolution #2026-176. Solicitor Belasco explained it hasn't been updated in several years and it establishes public forum at meetings. He explained the public comment is strictly public comment, not a question-and-answer period, and it establishes behavior expectations.

Consent Agenda

Approval of Minutes – April 20, 2026

Res. #2026-171 Authorization for the Payment of Vouchers \$210,616.49

Res. #2026-172 A Resolution Approving an Amendment to Resolution #2026-167 for Notice to Bidder for the Arctic Avenue Storm Sewer Replacement Project

Res. #2026-173 Authorization for Refund of Taxes

Res. #2026-174 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (BVP/Body Armor, \$2,016.25)

Res. #2026-175 A Resolution Authorizing the Tax Collector to Charge a \$25.00 Fee for Each Tax Sale Notice or Mailing in Lieu of Two Publications During Calendar Year 2026, and Authorizing the Fee(s) to be Added to the Cost of the Tax Sale

Res. #2026-176 A Resolution Reaffirming Rules and Regulations Governing Public Comment During Township Council Meetings

Res. #2026-177 Re-appointment to the Zoning Board of Adjustment (Ernest Utsch, III)

Res. #2026-178 A Resolution Authorizing Acceptance of Grant Award and Execution of Indemnification Agreement Under the "CMC Land of the Free, Celebration 250" Grant Program

Res. #2026-179 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Lead Based Paint Inspections \$39,700)

Res. #2026-180 A Resolution Authorizing the Award of EUS Contract with Will Hansen for Grant Writing Specialist at NTE Sum of \$10,000 for CY 2026

Res. #2026-181 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (ACM JIF Safety Incentive Program, \$2,750)

Res. #2026-182 A Resolution Authorizing and Approving A Shared Service Agreement Between the Township of Lower and the County of Cape May

Res. #2026-183 A Resolution Providing a One-Time Waiver of the Imposition of Late Fees Associated with the Required Annual Renewal of Rental Mercantile Licenses for Sally Gillespie

Res. #2026-184 Resolution Appointing Deputy Manager as the Americans with Disabilities Act Coordinator for the Township of Lower

Ord. #2026-09 An Ordinance Authorizing the Execution of a Utility Easement Agreement with Atlantic City Electric for Real Property Identified as Block 409, Lot 24.02 to Provide Electric Service to the Clem Mulligan Sports Complex Storm Sewer Pump Station. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for May 18, 2026.

Nate Murray, 333 E. Pacific Ave., introduced his wife Amanda and said he is there as a support person and to comment on Res. #2026-184.

Amanda Hall, 333 E. Pacific Ave., voiced opposition to Res. #2026-184 and asked Council to follow the guidelines of Upper Township, designating an employee with the ADA compliance role rather than management.

Solicitor Belasco explained that the Disabilities Act only requires you to have an ADA coordinator, this resolution would make us in compliance with this law.

Manager Laffey explained updates to the website meeting compliance with ADA regulations and associated information.

Mayor Sippel explained the Township will be in compliance with ADA regulations moving forward.

On the Consent Agenda:

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM			X				
ROY	X		X				
COOMBS			X				
SIPPEL		X	X				

Regular Agenda

Ord. #2026-10 An Ordinance Repealing Chapter 7, Traffic, Article VI, Paid Parking Zones/Parking Meters, of the Code of the Township of Lower, and Specifically Repealing Ordinance #2026-04 and Ordinance #2026-08. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for May 18, 2026.

Mayor Sippel read a statement explaining that the Township has received multiple complaints about parking in Diamond Beach, the engineer had done a traffic study which is available in the manager's office should anyone want to see it. The township council wanted to promote parking turn over, and assist police with parking issues. Township council has received threats regarding the previous parking ordinances, Mayor and Council are very transparent and have flyers with ways to keep in contact with them. He asked for councils support to repeal any previous parking ordinances.

Ted Rose, 212 Raleigh Ave, addressed the possible appeal of previous parking ordinances, agrees they do have problems with parking in Diamond Beach, glad they're considering getting rid of proposed meters. He thinks this is a step in the right direction, feels council listened to the residents and thanked them.

Manager Laffey mentions he had met with Deputy Chief Majane to address some concern areas. They are considering 4-way stops signs and looking into safety measures, Code enforcement officers, and reaching out to residents who painted illegal markings in the street. This will be done in 2 phases.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM		X	X				
ROY			X				
COOMBS			X				
SIPPEL	X		X				

Call to the Public

Kelly Scardone, 227 E Raleigh Ave, thanked mayor and council and wanted to reach out to Councilmember Roy to meet regularly.

Cyndi Ricciardi, 409A E Raleigh Ave, thanked mayor and council for reconsidering the parking ordinance, was initially upset with the process but thankful they've changed their minds.

Council Comments

Councilmember Conrad stated they do listen to the residents. He thanked the Villas VFW for helping clean up Bethel cemetery.

Councilmember Wareham is pleased with 0% tax increase, 14 ongoing projects with the engineer, and happy to be contracting with Will Hansen to help with Grants.

Councilmember Roy wished everyone a happy Mother's Day and reminded to be careful driving.

Mayor Sippel stated the Township is working on the 250th celebration of America, more information to follow.

Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Wareham. Motion to adjourn was unanimous. Meeting adjourned at 5:28 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

Ranges		Item Status	Purchase Types	Misc			
<i>Range: First to Last</i>		<i>Open: N</i>	<i>Bid: Y</i>	<i>P.O. Type: All</i>			
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>	<i>State: Y</i>	<i>Include Project Line Yes</i>			
		<i>Paid: N</i>	<i>Other: Y</i>	<i>Items:</i>			
		<i>Held: Y</i>	<i>Exempt: Y</i>	<i>Format: Condensed</i>			
		<i>Aprv: N</i>		<i>Include Non-Budgeted: Y</i>			
		<i>Rcvd: Y</i>		<i>Vendors: All</i>			
Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
P.O. #	PO Date	Description					
00080		AMERIHEALTH					
26-01079	05/13/26	May 2026 HEALTH INS	Open	\$406,924.34	\$0.00		
00153		ATLANTIC CITY ELECTRIC*					
26-01036	05/08/26	ACE- STREET LIGHTS APRIL 2026	Open	\$45,575.86	\$0.00		
00419		RICHARD M BRASLOW, ESQ					
26-00700	04/01/26	FS legal fees 2.0	Open	\$600.00	\$0.00		
26-01005	05/05/26	FS legal services .7hrs	Open	\$210.00	\$0.00		
		Vendor Total:		\$810.00			
00651		MUNICIPAL UTIL AUTH DUMP FEES					
26-01044	05/11/26	DISPOSAL/DPW	Open	\$76,700.70	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
26-01012	05/06/26	IPHONE BILL #723051842-00001	Open	\$1,534.47	\$0.00		
01200		DELTA DENTAL PLAN OF NJ					
26-01084	05/13/26	APRIL 2026 DENTAL ADMIN	Open	\$1,404.15	\$0.00		
26-01086	05/13/26	APRIL 2026 DENTAL CLAIMS	Open	\$14,465.85	\$0.00		
		Vendor Total:		\$15,870.00			
01690		GRANTURK EQUIPMENT CO					
26-00939	04/28/26	PARTS /RECYC/DPW	Open	\$1,406.98	\$0.00		
26-01038	05/11/26	PARTS/DPW	Open	\$202.29	\$0.00		
		Vendor Total:		\$1,609.27			
01741		GENTILINI CHEVROLET, LLC					
25-03069	11/21/25	2024 TAHOE PATROL W CO TRADES	Open	\$79,337.30	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
26-00947	04/28/26	ZBA SOLICITOR SALARY (CONT.)	Open	\$1,041.50	\$0.00		B
26-01015	05/07/26	CAPE MAY INLET MARINA V. ZBA	Open	\$675.00	\$0.00		
26-01016	05/07/26	ZBA RESOLUTION VOUCHERS	Open	\$600.00	\$0.00		
		Vendor Total:		\$2,316.50			
02027		JESCO INC					
26-01040	05/11/26	CYCINDERS/DPW	Open	\$2,369.92	\$0.00		
03086		NJ STATE ASSN CHIEFS OF POL*					
26-01009	05/05/26	ACCREDITATION PROGRAM - 3 OF 3	Open	\$1,666.00	\$0.00		
03162		RUTGERS UNIVERSITY - OFFICE OF					
26-00346	02/10/26	R Osborn Purchasing Conf	Open	\$563.00	\$0.00		
03573		SAFETY-KLEEN CORP*					
26-00152	01/21/26	EQUIP MAINTENANCE/DPW	Open	\$628.54	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03573		SAFETY-KLEEN CORP*					
							<i>Account Continued</i>
03899 26-01023	05/07/26	UPS SHIPPING URINE TO STATE LAB	Open	\$66.05	\$0.00		PC1
03971 26-01090	05/13/26	VERIZON WIRELESS MDT POLICE 3/21 TO 4/20/2026 PD & TWP MDT	Open	\$884.63	\$0.00		
04075 26-00999	05/05/26	BARBER CONSULTING SERVICES LLC REC AND PD COMPUTER SET UP	Open	\$1,260.00	\$0.00		
04097 26-00962	04/28/26	CINTAS FIRST AID AND SAFETY* PD SAFETY CABINET 4-21-2026	Open	\$34.58	\$0.00		
26-01000	05/05/26	TOWNHALL RESTOCK 4/23/2026	Open	\$6.57	\$0.00		
26-01041	05/11/26	FIRST AID SUPPLIES/DPW	Open	\$46.71	\$0.00		
		Vendor Total:		\$87.86			
04204 26-00250	01/28/26	ZACHARY ZELWAK MEDICARE SUPPLEMENT	Open	\$244.00	\$0.00		B
04313 26-00891	04/20/26	MARIAN R RAGUSA COURT - JUDGE COVERAGE 2/10/26	Open	\$800.00	\$0.00		
05064 26-00996	05/05/26	CAPE ISLAND GRAPHICS SIGNS FOR PICKLEBALL COURTS	Open	\$600.00	\$0.00		
26-01027	05/07/26	SPRING SOCCER BANNERS	Open	\$216.00	\$0.00		
		Vendor Total:		\$816.00			
6059 26-01088	05/13/26	USABLE LIFE May 2026 LIFE INS	Open	\$884.25	\$0.00		
6063 26-01039	05/11/26	CAPE MINING & RECYCLING, LLC ASPHALT/ CONCRETE/DPW	Open	\$1,442.72	\$0.00		
7079 26-00995	05/05/26	SUBURBAN PROPANE L P PROPANE-FREEMAN DOUGLASS PARI	Open	\$1,112.61	\$0.00		
7301 26-00994	05/05/26	TREASURER, STATE OF NJ INSPECTION/ELEVATOR-FISHINGCRE	Open	\$182.00	\$0.00		
7386 26-01056	05/11/26	COREY SCHEID TRAINING PARKING REIMBURSEMENT	Open	\$30.00	\$0.00		
7555 26-01045	05/11/26	LORCO PETROLEUM SERVICES* USED OIL REMOVAL/DPW	Open	\$150.00	\$0.00		
7576 26-01094	05/14/26	ROBERT THOMPSON JR. CONTRACT MEDICAL REIMBURSEMENT	Open	\$894.00	\$0.00		
7751 26-00388	02/19/26	HOFFMAN'S EXTERMINATING PEST AGREEMENTS/ 2 CONTRACTS	Open	\$211.35	\$0.00		

Lower Township
Bill List By Vendor Id

05/14/2026

10:37 AM

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7751		HOFFMAN'S EXTERMINATING					
26-01048	05/11/26	EVO'S INSTALL/DPW	Open	\$60.00	\$0.00		
			Vendor Total:	\$271.35			
7820		DEBLASIO & ASSOCIATES, P.C					
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$936.50	\$0.00		
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$100.00	\$0.00		B
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$50.00	\$0.00		B
25-02390	09/09/25	CO3 #2025-295 WATER MN LTC-048	Open	\$5,311.25	\$0.00		B
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$3,585.00	\$0.00		B
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$14,255.00	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$2,375.00	\$0.00		B
25-03094	11/21/25	RES 25-383 CO #1 LTC070 DEL	Open	\$1,310.00	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$1,300.00	\$0.00		B
26-00393	02/19/26	PARKING ANALYSIS D.B.	Open	\$410.00	\$0.00		B
26-00419	02/25/26	RES #2026-106 DPW BUILDING	Open	\$3,604.76	\$0.00		B
			Vendor Total:	\$33,237.51			
7929		AMAZON CAPITAL SERVICES, INC ~					
26-00629	03/24/26	500 GALLON WASTE OIL TANK	Open	\$4,329.40	\$0.00		
26-00632	03/24/26	Office Supplies	Open	\$319.78	\$0.00		
26-00727	04/02/26	COOLANT EXPANSION TANK	Open	\$282.24	\$0.00		
26-00884	04/15/26	VALVE HANDLE KITS	Open	\$195.14	\$0.00		
26-00908	04/24/26	CLUTCH COVER & WINCH MOUNT	Open	\$68.97	\$0.00		
26-00931	04/27/26	COURT OFFICE SUPPLIES	Open	\$183.06	\$0.00		
26-00965	04/28/26	HP MFP 4301FDW + TONER SET	Open	\$602.73	\$0.00		
26-00993	05/05/26	ZERO WASTE USA- TRASH CANS	Open	\$463.17	\$0.00		
26-01026	05/07/26	TIE DOWN STRAPS FOR TRAILERS	Open	\$69.99	\$0.00		
26-01030	05/07/26	2026 AMAZON BUSINESS PRIME	Open	\$349.00	\$0.00		
			Vendor Total:	\$6,863.48			
8175		INTEGRITY INTERPRETING LLC					
26-00890	04/20/26	COURT INTERPRETING 3/2026	Open	\$187.25	\$0.00		
8197		GREAT AMERICAN FINANCIAL SERV					
26-00264	01/28/26	LEASE MAIL MACHINE 1/26-12/26	Open	\$650.00	\$0.00		B
8330		HILLYARD MID ATLANTIC *					
26-00097	01/14/26	CLEANING SUPPLIES	Open	\$1,641.44	\$0.00		
8460		RE BUSINESS SOLUTIONS ~					
26-00998	05/05/26	1ST QTR PRINTER MAINT. 2026	Open	\$1,337.90	\$0.00		
8465		NATIONAL AUTO FLEET GROUP *					
25-02017	07/25/25	RES 2025-262 (3) F350 (1)F450	Open	\$42,908.19	\$0.00		B
8495		COASTAL FENCE AND RAILING					
26-00949	04/28/26	REPLACE PART OF FENCE/REC.DEPT	Open	\$384.74	\$0.00		
8547		SOUTHERN SHORE REGIONAL DMO					
26-00348	02/10/26	ANNUAL MEMBERSHIP DUES	Open	\$75.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8547		SOUTHERN SHORE REGIONAL DMO		<i>Account Continued</i>			
26-00349	02/10/26	2026 AD INSERTION CONTRACT	Open	\$1,000.00	\$0.00		
		Vendor Total:		\$1,075.00			
8721		BLANEY, DONOHUE, & CURIO, PC					
26-00080	01/13/26	RES 26-02 LABOR DNE 40K	Open	\$3,757.00	\$0.00		B
8734		THOMAS PLANNING ASSOCIATES LLC					
22-00745	03/29/22	VACANT LAND DNE 16K RES2022-67	Open	\$750.00	\$0.00		
8735		SURENIAN EDWARDS & NOLAN LLC					
26-00630	03/24/26	Affordable Housing Res 23-13	Open	\$1,686.50	\$0.00		B
8849		HORNER ENTERPRISES LLC					
26-00681	03/31/26	RES #26-133 EGG HUNT 3/28/26	Open	\$525.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
26-01061	05/12/26	COMCAST #905366178 MAY 26	Open	\$1,317.09	\$0.00		
9026		STARR SEPTIC LLC					
26-00677	03/31/26	PORTA-POT-MAUD SPRING SOCCER	Open	\$110.00	\$0.00		
26-00678	03/31/26	PORTA-POT-HOFFMAN PARK SOCCER	Open	\$110.00	\$0.00		
26-01037	05/11/26	LUXURY BATHROOM/DPW	Open	\$948.00	\$0.00		
		Vendor Total:		\$1,168.00			
9169		EB EMPLOYEE SOLUTIONS LLC					
26-01017	05/07/26	APRIL 2026 DIFF CARD ADMIN	Open	\$3,775.00	\$0.00		
9296		ALTEK BUSINESS SYSTEMS INC					
26-00903	04/24/26	DETECTIVES COPIER 4/15 TO 5/14	Open	\$32.25	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
26-00062	01/12/26	RES 26-01 DNE \$140K	Open	\$12,592.48	\$0.00		B
9334		THOMSON REUTERS WEST GROUP					
26-00929	04/27/26	COURT - DRUNK DRIVING LAW 2026	Open	\$731.00	\$0.00		
26-01019	05/07/26	CLEAR PROFLEX YEAR 2 OF 3	Open	\$4,247.04	\$0.00		
		Vendor Total:		\$4,978.04			
9386		BULLSEYE CONTRACTORS, LLC					
26-00896	04/20/26	TREADMILL & STATIONARY BIKE	Open	\$7,797.00	\$0.00		
9391		IRON MOUNTAIN INCORPORATED					
26-01003	05/05/26	3/25- 4/21/26 OFFSITE SHRED	Open	\$443.85	\$0.00		
9445		TWIN ROCKS WATER					
26-00930	04/27/26	COURT WATER DELIVERY 4/2026	Open	\$23.98	\$0.00		
26-01001	05/05/26	TOWNHALL WATER DELIVERY	Open	\$95.94	\$0.00		
26-01008	05/05/26	PD WATER DELIVERY 4-22-2026	Open	\$145.87	\$0.00		
26-01055	05/11/26	PD WATER DELIVERY 5-6-2026	Open	\$169.85	\$0.00		
		Vendor Total:		\$435.64			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9452 26-01025	05/07/26	DEPT. OF LAW & PUBLIC SAFETY PTC TRANSFER O'NEAL & TERINONI	Open	\$200.00	\$0.00		
9453 26-00742 26-01007	04/07/26 05/05/26	CAPITAL ONE TRADE CREDIT ANCO DPS SUPPLIES - APRIL 2026 MONTHLY- APRIL, 2026	Open Open	\$47.47 \$334.79	\$0.00 \$0.00		
Vendor Total:				\$382.26			
9463 26-00888 26-01049	04/20/26 05/11/26	AT&T ENTERPRISES, LLC FS 02.27.26 03.26.26 FS 03.27.26 04.26.26	Open Open	\$153.93 \$153.89	\$0.00 \$0.00		
Vendor Total:				\$307.82			
9485 26-01018	05/07/26	BRAVEN HEALTH MAY 2026 RETIREE HEALTH	Open	\$29,620.68	\$0.00		
9498 26-01032	05/07/26	NATIONAL TIME SYSTEMS, INC. 04/01-04/30 Attendance system	Open	\$242.25	\$0.00		
9516 26-01002	05/05/26	XEROX BUSINESS SOLUTIONS LLC 1/1- 3/31/26 BOCA PRINTER	Open	\$4.35	\$0.00		
9528 26-00676	03/31/26	One Off Marketing GIRLS LACROSSE PINNIES	Open	\$550.00	\$0.00		
9542 26-01024	05/07/26	TJA Ices LLC WATER ICE FOR LEAD DAY 5-29-26	Open	\$250.00	\$0.00		
9543 26-01051	05/11/26	Robert Osborn Seminar Parking Reimbursement	Open	\$15.99	\$0.00		
AUSTI005 25-00300 26-00854	01/27/25 04/14/26	AUSTIN PARKER 2025 EQUIPMENT ALLOWANCE 2026 EQUIPMENT ALLOWANCE	Open Open	\$55.82 \$150.00	\$0.00 \$0.00		
Vendor Total:				\$205.82			
BOSNA 26-01075	05/13/26	KAREN MANETTE BOSNA YOGA- MONTH OF APRIL '26	Open	\$180.00	\$0.00		
LOWER 26-01076	05/13/26	LOWER TOWNSHIP DIFF CARD USAGE April 2026	Open	\$17,260.97	\$0.00		
SIXSM 26-00801	04/14/26	LLOYD SIXSMITH* SHIRTS- SEASONAL WORKERS	Open	\$181.15	\$0.00		

Total Purchase Orders: 101 Total P.O. Line Items: 0 Total List Amount: \$821,976.02 Total Void Amount: \$0.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTIUN #2026-186

Title: REAPPOINTMENT TO THE PLANNING BOARD

WHEREAS, Gunar Arenberg, Class 4 Regular Member on the Planning Board, has a term which will expire June, 2026, and has requested reappointment to the Board; and

WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following appointment be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Gunar Arenberg	Class 4	June, 2030

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

kfournier

From: Gunar Arenberg <gunar52596@gmail.com>
Sent: Thursday, April 30, 2026 5:49 PM
To: kfournier
Subject: External Planning Board Term

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello
I would like to renew my status as an active board member for the planning board committee. My current term expires June 30 2026 (class IV) Thank You Gunär Arenberg

Sent from my iPhone

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-187

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$25,000.00 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-
Revenue Offset with Appropriations- CMC, Land of the Free, Celebration 250

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$25,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations
Miscellaneous Revenues-
Revenue Offset with Appropriations- CMC, Land of the Free, Celebration 250

FURTHER RESOLVED that a certified copy of this resolution with the appropriate documentation shall be filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at the meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-188

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$95,991.33 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-
Revenue Offset with Appropriations- NJ Clean Communities Grant

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$95,991.33 be and the same is hereby appropriated under the caption of:

General Appropriations
Miscellaneous Revenues-
Revenue Offset with Appropriations- NJ Clean Communities Grant

FURTHER RESOLVED that a certified copy of this resolution with the appropriate documentation shall be filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

REMITTANCE ADVICE

ORGANIZATION NAME PAYMENT FOR	CONTACT INFORMATION	DOCUMENT NUMBER	AMOUNT
		ACCOUNT NUMBER	
SOLID WASTE ADMINISTRATION FY2026 CLEAN COMMUNITIES GRANT	609-940-4115	4900CC24629 4900-765-042-4900-004-V42Y-6020	9599133

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE.

TOTAL **9599133**

CHECK NUMBER 0T0002501510 DATE 05/07/26 PAYEE LOWER TWP

OMB22B (Rev. 02/2026)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES



Department Of The Treasury
STATE OF NEW JERSEY
Trenton, New Jersey 08625-0221
CLEAN COMMUNITIES ACCOUNT FD

11-24
1210

CHECK NUMBER
T 0002501510

DATE: MAY 07, 2026
VOID 180 Days After This Date

PAY *Ninety Five Thousand Nine Hundred Ninety One and 33/100 Dollars*

PAY TO THE ORDER OF: LOWER TWP
2600 BAYSHORE RD
STE 5
VILLAS NJ 08251 1397

\$ *****95,991.33
Audited, Allowed and Payment Warranted

Tariz Staboy
Acting Director
Payment Directed
Aaron Sinder
State Treasurer

WELLS FARGO BANK, N.A.
2000031126744

⑈0002501510⑈ ⑆121000248⑆ 2000031126744⑈

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-189

Title: A RESOLUTION AUTHORIZING THE RIDE TO DEFEAT ALS SCHEDULED FOR JUNE 13, 2026

WHEREAS, The ALS Association, United Mid-Atlantic, seeks authorization and permission to conduct a Charity Bike Ride to Defeat ALS on June 13, 2026; and

WHEREAS, in consideration for said authorization and permission ,the ALS Association executed an indemnification agreement and submitted the required Certificate of Insurance naming the Township of Lower as the Certificate Holder, and secured an agreement with the Lower Township Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that approval is hereby granted for the above event to take place on June 13, 2026.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk



ALSUNIT-01

ECHRISTOFORRETTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Univest Insurance, LLC 6339 Beverly Hills Road Coopersburg, PA 18036	CONTACT NAME: Jennifer S Freshcorn, CISR PHONE (A/C, No, Ext): (610) 904-6090 FAX (A/C, No): (610) 966-1316 E-MAIL ADDRESS: freshcornj@univest.net												
INSURER(S) AFFORDING COVERAGE													
INSURED ALS United Mid-Atlantic 1015 Virginia Drive Ste 110 Fort Washington, PA 19034	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Indemnity	NAIC #	INSURER B: Hartford Fire Insurance Company	18058	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Philadelphia Indemnity	NAIC #												
INSURER B: Hartford Fire Insurance Company	18058												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2598606 002	9/1/2025	9/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2598606 002	9/1/2025	9/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB880252 002	9/1/2025	9/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	39WECBJ0BLF	9/1/2025	9/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.I. EACH ACCIDENT</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.I. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.I. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.I. EACH ACCIDENT	\$ 500,000	E.I. DISEASE - EA EMPLOYEE	\$ 500,000	E.I. DISEASE - POLICY LIMIT	\$ 500,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.I. EACH ACCIDENT	\$ 500,000																				
E.I. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.I. DISEASE - POLICY LIMIT	\$ 500,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Jersey Shore ALS United Bike Ride: Streets of Township of Lower: 6/13/2026

The following events are not covered by our policy:

Parades Sponsored by the Insured

Shooting activities

Fireworks

Carnivals and fairs with mechanical rides sponsored by the Insured

Hip-Hop or Rap concerts

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**
 Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Univest Insurance, LLC		NAMED INSURED ALS United Mid-Atlantic 1015 Virginia Drive Ste 110 Fort Washington, PA 19034 Montgomery	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Events including contact sports
Rodeos sponsored by the Insured
Political Rallies
Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
Any event with liquor provided by the Insured if a license is required for such activity
Any Activities by Third Parties

Township of Lower is included as Additional Insureds (Landlord) for Commercial General Liability when required by written contract prior to loss per policy form attached.

**BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 167-26

**RESOLUTION AUTHORIZING AN INDEMNIFICATION AGREEMENT WITH
ALS UNITED MID-ATLANTIC FOR ITS
JERSEY SHORE ALS UNITED BIKE RIDE ON JUNE 13, 2026**

WHEREAS, the ALS United Mid-Atlantic seeks authorization and permission to conduct the Jersey Shore ALS United Bike Ride throughout Cape May County on Saturday, June 13, 2026; and

WHEREAS, in consideration for said authorization and permission, ALS United Mid-Atlantic executed an Indemnification Agreement in favor of the County of Cape May and submitted the required Certificate of Insurance.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Cape May as follows:

1. The above recitals are incorporated herein by reference as if repeated at length.
2. ALS United Mid-Atlantic is granted authorization and permission to conduct its event on County roads on June 13, 2026.
3. The appropriate officers of the Board, to wit, the Director and the Clerk be and they are hereby authorized and directed to execute an Indemnification Agreement with ALS United Mid-Atlantic according to the form attached hereto and made a part hereof as Schedule "A".

STATEMENT

This Resolution gives permission to ALS United Mid-Atlantic to utilize portions of County roads for a bike ride.

cc: ALS United Mid-Atlantic
New Jersey State Police
Lower Township Police
Middle Township Police
File: Indemnification Agreements

STATE OF NEW JERSEY) ss.:
COUNTY OF CAPE MAY)

I, Kevin Lare, Clerk of the Board of County Commissioners of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 10th _____ day of

March 2026.

Signed,  Clerk of the Board /ac

RECORD OF VOTE						
Commissioners	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Barr	✓				✓	
Mr. Bulakowski	✓					
Ms. Collette	✓					✓
Mr. Morey	✓					
Mr. Desiderio	✓					

✓ - Indicates Vote Moved-Resolution Offered Second-Resolution Scconded

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-190

Title: APPROVAL FOR BEHR BREWING 5K SCHEDULED FOR JUNE 28, 2026

WHEREAS, an application has been received from Behr Brewing Company for the Behr Brewing 5K Run Event to be held June 28, 2026; and

WHEREAS, the applicant has provided all the required paperwork, including indemnification, insurance certificates and approval from the County; and

WHEREAS, the Lower Township Police Department has been advised of this event.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that permission is hereby granted for the above stated event to take place.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Barclay Group 202 Broad Street Riverton NJ 08077		CONTACT NAME: Maureen Kozempel PHONE (A/C, No, Ext): (856) 829-1594 E-MAIL ADDRESS: mkoempel@barclayinsurance.com FAX (A/C, No): (856) 864-0117	
INSURED Behr Brewing 513 Seashore Rd Cape May NJ 08204-4613		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co INSURER B: Sentinel Insurance Company LTD INSURER C: American Property Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 11000	

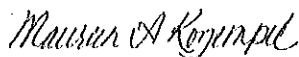
COVERAGES **CERTIFICATE NUMBER:** 26-27 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPP 0641192	01/06/2026	01/06/2027	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			1107641706	08/26/2025	08/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WECAS2CCM	05/02/2026	05/02/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below	Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Building / Contents			CPP-25531-L25-BRC	01/06/2026	01/06/2027	Building \$746,000
							Contents \$172,500
							Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Township of Lower 2600 Bayshore Road Villas NJ 08204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INDEMNIFICATION AGREEMENT

This Agreement is made on the 26th day of March 2026, by and Between Behr Brewing Company, including, but not limited to its various agents, volunteers, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is at 513 Seashore Road, Cape May, NJ 08204, (*hereinafter collectively referred to as "Indemnitor"*); and **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (*hereinafter, collectively, referred to as the "Indemnitee"*).

RECITALS

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold their Cold Spring Bike Path 5K on Sunday, June 28, 2026 from 11:00 a.m. to 1:00 p.m. (*hereinafter referred to as the "Event"*), on Bike Path along Seashore Road (County Road No. 626) owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents, volunteers and employees temporarily close a portion of Seashore Road (CR626). This permission is limited to participants, agents, volunteers and employees of the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to Close or Utilize County Road No. 626 on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences,

whether property damage, personal injury or the like, occurring as a result of the "Event", provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees or other representatives. Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, guests, invitees, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever, provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees, or other representatives.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe, but with respect only to patent conditions observable from a visual inspection of the road surface from the road surface.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

INDEMNIFICATION

1. Incorporation of Recital by Reference.

The clauses of the Recital, as set forth above, are incorporated herein by reference as if set forth at length and, therefore, constitute a part of the terms of this Agreement.

2. Scope.

To the fullest extent provided by law, Indemnitor assumes the risk of all damage, loss, cost and expenses and agrees to indemnify, defend and hold harmless the Indemnitee, its elected officials, officers, agents and employees from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by Indemnitee, its elected officials, officers, agents or employees, on account of any allegation, claim, suit or action asserted or brought against Indemnitee, its elected officials, officers, agents or employees for the death of or injury to any person or persons or destruction of property or any money damage claim involving Indemnitor, its agents, employees, representatives, participants, spectators, guests, invitees, chaperones, sponsors or any individual or entity, sustained in connection with the event, to the extent it's not caused by an intentional act or omission or sole negligence of the Indemnitee, its elected officials, officers, agents, or employees.

It is the intention that the Scope of this Indemnification Agreement is the widest and most comprehensive allowable by law and that the Indemnitor should be responsible for any and all liabilities, occurrences, damages or costs which may occur including, without limitation, attorney's fees and all costs of suit or defense.

Indemnitor and Indemnitee agree that this Agreement shall be construed to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties of indemnity which shall include the obligation by Indemnitor to:

(a) inspect the condition of the roadways owned by Indemnitee, all traffic patterns and conditions associated with the roads, and to post warnings where necessary to avoid the risk of harm to its participants, employees, spectators and all other individuals and entities, but limited to patent conditions observable from a visual inspection of the road surface from the road surface.

(b) defend Indemnitee in any claim, lawsuit, arbitration or claim of any sort, nature and type to the extent covered by this Indemnification Agreement. Said duty to indemnify shall include the duty to defend completely from commencement through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnitee to incur costs, including attorney's fees, to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnitee.

(c) defend and indemnify the Indemnitees for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity, except for claims by or on behalf of the Indemnitee or its privies.

3. Compliance with the Law.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments as they relate to the rules of the road, manner of traveling and method of bicycling, running and/or walking across a publicly-owned and operated bridge and approach road. The Indemnitee shall provide the

Indemnitor with copies of, or access to the text of all such rules, regulations and standards.

4. Waiver and Release.

Indemnitor, on its own behalf and on behalf of all participants in **Behr Brewing Company** waive all rights to make a claim or file a suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from such damages, loss cost or expense, except to the extent the same are substantially caused by the acts or omissions of the Indemnitee, its agents, contractors, employees or other representatives.

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnitee for contribution or indemnification with respect to any claim for which is has agreed to indemnify the Indemnity hereunder.

5. Severability.

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Governing Law.

This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or

relating to this Agreement shall bring legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

7. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect until the expiration of the applicable Statute of Limitations or other statute of repose and the duty of defend shall extend beyond such a period to the extent any claim for which indemnification is provided hereunder is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under **Behr Brewing Company** scheduled to occur on **Sunday, June 28, 2026.**

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

WITNESS:

Carolyn Redmond

By: Carolyn Redmond

Date: 3/26/26

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Kevin Lare
Administrator / Clerk of the Board

By: Leonard C. Desiderio
Leonard Desiderio
Commissioner Director

Date: 4/14/26

APPROVED AS TO FORM:

Jeffery Lindsay, Esq.
Jeffery Lindsay, Esq.
County Counsel

**BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. *230-26*

**RESOLUTION GRANTING PERMISSION TO THE BEHR BREWING COMPANY
TO UTILIZE A PORTION OF THE COLD SPRING BIKE PATH
IN THE TOWNSHIP OF LOWER ON JUNE 28, 2026 FOR A 5K RUN**

WHEREAS, the Behr Brewing Company seeks authorization and permission to utilize the Cold Spring Bike Path for a 5k on Sunday, June 28, 2026; and

WHEREAS, in consideration for said authorization and permission, Behr Brewing Company executed an Indemnification Agreement in favor of the County of Cape May and submitted the required Certificate of Insurance.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Cape May as follows:

1. The above recitals are incorporated herein by reference as if repeated at length.
2. Behr Brewing Company is granted authorization and permission to conduct its event on County bike path on June 28, 2026.
3. The appropriate officers of the Board, to wit, the Director and the Clerk be and they are hereby authorized and directed to execute an Indemnification Agreement with Behr Brewing Company according to the form attached hereto and made a part hereof as Schedule "A".

STATEMENT

This Resolution gives permission to Behr Brewing Company to conduct a 5k on June 28, 2026.

cc: Behr Brewing Company
Township of Lower
Lower Township Police Department
File: Indemnification Agreements

STATE OF NEW JERSEY) ss.:
COUNTY OF CAPE MAY)

I, Kevin Lare, Clerk of the Board of County Commissioners of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 14th day of

April 2026

Signed, _____

[Signature]
Clerk of the Board /ao

Commissioners	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Barr	✓				✓	
Mr. Bulakowski	✓					✓
Mr. Morey	✓					
Mr. Rosenello	✓					
Mr. Desiderio	✓					

✓ - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-191

Title: A RESOLUTION AUTHORIZING THE ANNUAL ESCAPE THE CAPE TRIATHLON
SCHEDULED FOR JUNE 7, 2026

WHEREAS, DelMo Sports, LLC seeks authorization and permission to conduct the Annual Escape the Cape Triathlon on Sunday, June 7, 2026; and

WHEREAS, permission has been granted by the Cape May County Board of Chosen Freeholders to close portions of County Roads (Seashore Road CR626, New England Road CR641, Stimpson Lane CR645, Shunpike Road CR649 and Bayshore Road CR607) in the Township of Lower from 6:30 a.m. until 11:00 a.m.; a copy of the Resolution granting permission on file; and

WHEREAS, in consideration for said authorization and permission, DelMo Sports, LLC executed an indemnification agreement and submitted the required Certificate of insurance naming the Township of Lower as the Certificate Holder.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that approval is hereby granted for the Annual Escape the Cape Triathlon to take place on June 7, 2026

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group LLC 1800 S Washington St, Ste 400 Amarillo TX 79102	CONTACT NAME: Leah Manson PHONE (A/C, No., Ext): 806-642-4825 E-MAIL ADDRESS: USATriathlon@fairlygroup.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED USA Triathlon of Colorado (USAT) 5825 Delmonico Drive, Suite 200 Colorado Springs CO 80919	USATRIA2	INSURER A: Accredited Surety and Casualty Co. Inc.	NAIC # 26379
		INSURER B: United States Fire Insurance Company	21113
		INSURER C: Allianz Global Risks US Insurance Co	35319
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1180583484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

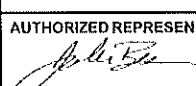
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event	Y		1RSLCO170153866401	1/1/2026	1/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Sexual Abuse per occ \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1RSLCO170153866401	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1RSLCO170153866501	1/1/2026	1/1/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C A	Participant Accident Excess Liability Liquor Liability			US2166920 25QS1483 1RSLCO170153866401	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	Accident Medical \$25,000 Occ/Agg \$2,000,000 Occ/Agg \$2M/\$4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured:

- USA Triathlon of Colorado (USAT)
- USA Triathlon Foundation
- World Endurance Holdings, Inc. and World Triathlon Corporation specific to designated USAT Sanctioned Events Only
- USAT affiliated Race Directors, Event Owners, Clubs, Official Sponsors, Committee Members, Race Officials, Volunteers, Lifeguards, and Race Participants - each as a Named Insured, but only with respect to their activities conducted on behalf of USA Triathlon or in connection with a sanctioned or approved event.

See Attached...

CERTIFICATE HOLDER Township of Lower, N.J 2600 Bayshore Road Villas NJ 08251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group LLC		NAMED INSURED USA Triathlon of Colorado (USAT) 5825 Delmonico Drive, Suite 200 Colorado Springs CO 80919	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes the attached endorsement CG 20 26 12 19 which provides additional insured status to any person or organization that is required to be an additional insured by a written contract, agreement or permit between the Named Insured and the contracting party, provided such contract, agreement or permit was executed prior to the occurrence.

The General Liability policy includes the attached endorsement CG 24 04 12 19 which provides a waiver of subrogation only when and to the extent there is a written contract between the named insured and the certificate holder that requires such a waiver of subrogation.

The General Liability policy includes the attached endorsement Primary and Non-Contributory - Other Insurance Condition - CG 20 01 12 19

Event Number: 350734
 Event Name: 2600 Bayshore Road

Event Location: 350734
 Cape May -Lewes Ferry
 1200 Lincoln Blvd

Event Date(s): 06/07/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM THE NAMED INSURED HAS AGREED
BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY WITH WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 166-26

**RESOLUTION AUTHORIZING AN INDEMNIFICATION AGREEMENT WITH
DELMOSPORTS, LLC FOR ITS ESCAPE THE CAPE TRIATHLON
ON JUNE 7, 2026**

WHEREAS, DelMoSports, LLC seeks authorization and permission to conduct the Escape the Cape Triathlon on Sunday, June 7, 2026; and

WHEREAS, a request has been made to close a portion of Seashore Road (County Road No. 626), New England Road (County Road No. 641), Stimpson Lane (County Road No. 645), Shunpike Road (County Road No. 649) and Bayshore Road (County Road No. 607), in the Township of Lower from 6:30 a.m. until 11:00 a.m. and also Friday, June 5, 2026 to June 7, 2026 Beach Avenue (County Road No. 604) between Lincoln Boulevard to Douglas Park; and

WHEREAS, in consideration for said authorization and permission, DelMoSports, LLC executed an Indemnification Agreement in favor of the County of Cape May and submitted the required Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Board of County Commissioners that permission is hereby granted to DelMoSports, LLC to close a portion of Seashore Road (CR626), New England Road (CR641), Stimpson Lane (CR645), Shunpike Road (CR649) and Bayshore Road (CR607) from 6:30 a.m. until 11:00 a.m. on Sunday, June 7, 2026; and

BE IT FURTHER RESOLVED that permission is conditional for DelMoSports, LLC, and providing to the County:

1. A duly executed Promise of Indemnification in a form acceptable to County Counsel.
2. A Certificate of Insurance naming the County of Cape May, their officers and employees as additional insured for the scheduled event.
3. A letter from the Lower Township Police Department indicating that they are aware of the event and have approved the traffic control plan for the event.

STATEMENT

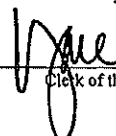
This Resolution gives permission to DelMoSports, LLC to utilize County roads for a triathlon.

cc: DelMoSports, LLC
Lower Township
Lower Township Police Department
File: Events

STATE OF NEW JERSEY) ss.:
COUNTY OF CAPE MAY)

I, Kevin Lare, Clerk of the Board of County Commissioners of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 10th _____ day of

March _____ 2026.

Signed,  Clerk of the Board /ao

RECORD OF VOTE							
Commissioners	Ayes	Nays	Abstain	Absent	Moved	Second	
Mr. Barr	✓					✓	
Mr. Bulakowski	✓						
Ms. Collette	✓						✓
Mr. Morey	✓						
Mr. Desiderio	✓						

✓ - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-192

Title: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below; and

WHEREAS, a refund is due.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
42	20	Core Logic: Haverkamp	Mortgage Co. paid erroneously	\$1,489.73
494.01	28.18	Core Logic: DR Horton	Mortgage Co. paid erroneously	\$ 486.32
503.01	3.01	Pawlus Real Estate Dev LLC	Mortgage Co. responsible	\$1,017.97

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

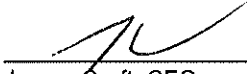
RESOLUTION #2026-193

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR SURVEYING & ENGINEERING PHASE SERVICES FOR THE RESURFACING OF FRANCES AVENUE – GLENWOOD AVENUE TO YUMA AVENUE PROJECT (LT-C-075)

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 et seq. to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, DeBlasio & Associates have submitted the attached \$19,000.00 proposal for Surveying & Engineering Phase Services of the Lower Township Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue project and the CFO has certified the availability of funds in the following budget line as evidenced by his signature:

Appropriation: C-04-55-436-100 Amount \$19,000.00

Signature: 
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Services Contract without public bidding in the amount of \$19,000.00 is awarded to DeBlasio & Associates for Surveying & Engineering Phase Services for Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue Project (LT-C-075) in accordance with the proposal attached hereto; and that the Superintendent of Public Works is authorized to execute the Purchase Order.

BE IT FURTHER RESOLVED that this award shall be published on the Township's Website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

April 28, 2026

VIA EMAIL

Gary Douglass, Superintendent
Township of Lower Public Works Department
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
FY2026 NJDOT Municipal Aid
Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue
Surveying and Engineering Phase
D&A File #: LT-C-075

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and survey services for the **Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue – Survey and Engineering Phase**:

As you are aware, the NJDOT has recently notified the Township that a \$130,710.00 grant has been allocated for the Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue.

Based on our analysis, the engineer's estimate of construction cost is \$200,332.00.

Survey & Engineering Phase Cost:	\$19,000.00
• Survey and Base Mapping	
• Design Plans and Specifications	
• Public Bidding Procurement	
• NJDOT Grant & Project Administration	
Total Professional Service Fee	\$19,000.00

Enclosed please find one (1) copy of the project location map for your reference and one (1) copy of the Engineer's Estimate of Construction Cost for your information. Please note that this proposal does not include any construction phase services. Our office can provide a proposal for these services upon request.

Upon your authorization, we are prepared to begin work immediately on the Township's **Resurfacing of Frances Avenue – Glenwood Avenue to Yuma Avenue – Survey and Engineering Phase Services**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

Very truly yours,
DeBlasio & Associates, P.C.



Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasioassoc.com

cc: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Robert Osborn, QPA (via email)
Karen Fournier, Clerk (via email)
Finance (via email)



LEGEND
 PROPOSED PROJECT LOCATION



PROJECT LOCATION MAP
 Resurfacing of Frances Avenue
 (Glenwood Avenue to Yuma Avenue)
 Township of Lower, Cape May County, New Jersey
 Date: 4/24/2026

DEBIASIO & ASSOCIATES
 CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: Lower Township
Date: April 24, 2026
Project Name:
 Resurfacing of Frances Avenue
 (Glenwood Avenue to Yuma Avenue)
D&A Project #: LT-C-068

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
2	FUEL PRICE ADJUSTMENT	DOLLAR	2,000	0	2,000	\$1.00	\$2,000.00
3	ASPHALT PRICE ADJUSTMENT	DOLLAR	1,000	0	1,000	\$1.00	\$1,000.00
4	HMA MILLING, 2" DEPTH	S.Y.	6,000	0	6,000	\$10.00	\$60,000.00
5	HOT MIX ASPHALT SURFACE COURSE, MIX 9.6M64, 2" THICK	TON	775	0	775	\$120.00	\$93,000.00
6	TURF REPAIR STRIP	L.F.	1,500	0	1,500	\$8.00	\$12,000.00
7	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	100	0	100	\$40.00	\$4,000.00
8	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	20	0	20	\$6.00	\$120.00

TOTAL ESTIMATED CONSTRUCTION COST, ITEMS 1 - 8: \$182,120.00

10% Contingency: \$18,212.00

Total Estimated Construction Cost: \$200,332.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:


 Marc DeBlasio, P.E., Lower Township Engineer

4/24/2026
 Date

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, NEW JERSEY

RESOLUTION #2026-194

Title: A RESOLUTION AUTHORIZING EXPENDITURE TO DELL TECHNOLOGIES FOR A 13-LICENSE MAINTENANCE AGREEMENT UNDER STATE CONTRACT #20-TELE-01510

WHEREAS, pursuant to N.J.S.A 40A:11-12A and N.J.A.C. 5:34-7.29(c), the Township of Lower, by resolution and without advertising for bids, may purchase goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the procurement of goods and services through a state cooperative purchasing program is considered to be an open and fair process under the New Jersey Pay-To-Play Law N.J.S.A 19:44A-20.4 et seq.; and

WHEREAS, Dell Technologies (State Contract #20-TELE-01510) P.O. Box 643561, Pittsburgh, Pennsylvania 15264 has all the necessary Equipment and Material and Accessories.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township of Lower is authorized to fund the expenditure to Dell Technologies for a 13-license maintenance agreement under State Contract #20-TELE-01510.

WHEREAS, the CFO has certified the availability of funds as evidenced by his signature below:

Appropriation: 6-01-22-195-276 Amount \$36,497.12

Signature: 
James Craft, CFO

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S Fournier, Township Clerk

DELL Technologies

Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote No.	3000201879787.1	Sales Rep	Garon Dellinger
Total	\$36,497.12	Phone	1(800) 4563355, 6186366
Customer #	58525203	Email	Garon.Dellinger@Dell.com
Quoted On	Apr. 27, 2026	Billing To	ACCOUNTS PAYABLE
Expires by	May. 26, 2026		LOWER TOWNSHIP
Contract Name	State of New Jersey		2600 BAYSHORE RD
	Software Reseller Contract		VILLAS, NJ 08251-1300
	- T3121		
Contract Code	C000000893007		
Customer Agreement #	20-TELE-01510		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Garon Dellinger

Shipping Group

Shipping To	Shipping Method
MARGARET VITELLI LOWER TOWNSHIP 2600 BAYSHORE RD VILLAS, NJ 08251-1300 (609) 886-2005	Standard Delivery

	Quantity	Unit Price	Subtotal
Retail & Media			
1. LT SPATIAL DATA LOGIC INC ENTERPRISE QTY 13 LIC 5/31/26-5/30/27	1	\$36,497.12	\$36,497.12

Subtotal:	\$36,497.12
Shipping:	\$0.00
Non-Taxable Amount:	\$36,497.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$36,497.12
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Generative AI success

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ails

ELLI
NSHIP
HORE RD
NJ 08251-1300
86-2005

Shipping Method
Standard Delivery

	Quantity	Unit Price	Subtotal
Retail & Media			
1. LT SPATIAL DATA LOGIC INC ENTERPRISE QTY 13 LIC 5/31/26-5/30/27	1	\$36,497.12	\$36,497.12
SKU: AD631460	MFG Part #:	OLS Purchase Type: RETAIL	
Current Duration: N/A	Total Duration: N/A	Maint. End Date:	

if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the Supplier and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is based on the latest information available from the date of this Quote. All products, pricing, and other information are based on the latest information available subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or prices, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oaerms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificters ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-195

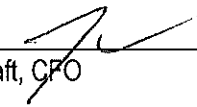
Title: BID ACCEPTANCE AND CONTRACT AWARD FOR ROTARY COMMUNITY PARK PHASE 2 (LT-C-028)

WHEREAS, the Notice to Bidders for the Rotary Community Park Phase 2 was advertised on April 9, 2026 and accepted on Thursday April 30, 2026 at 10:00 a.m. prevailing time; and

WHEREAS, One (1) sealed bid was submitted and reviewed by the Township Engineer, QPA, Mitch Plenn Recreation Director, Rob Belasco Township Solicitor; and

WHEREAS, Fred M. Schiavone Construction was the lowest qualified bidder complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by his signature below:

G-02-40-300-775 (\$165,000.00)
G-02-40-300-317 (\$400,000.00)
G-02-40-300-780 (\$750,000.00)
C-04-55-437-630 (\$269,315.50)



Jim Craft, CFO

Budget Account

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract is hereby awarded as follows, with Mitch Plenn Recreation Superintendent designated as the authorized official for project oversight and approval of purchase order payments.

AWARD TO: FRED M. SCHIAVONE CONSTRUCTION
TOTAL: \$1,584,315.50

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

May 5, 2026

VIA EMAIL

Karen Fournier, Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
NJDEP Green Acres Jake's Law Playground
Rotary Community Park – Phase 2
D&A File #: LT-C-028**

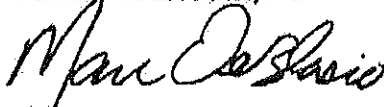
Dear Ms. Fournier:

We have tabulated the one (1) bid received on April 30, 2026 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Fred Schiavone Construction, P.O. Box 416, Malaga, NJ 08328 in the amount of \$1,584,315.50 for the Base Bid and Add Alternate #1. Enclosed please find one (1) copy of the bid tabulation for your files.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be Fred Schiavone Construction, P.O. Box 416, Malaga, NJ 08328 in the amount of \$1,584,315.50. The contractual award should be made contingent upon approval from the Township Purchasing Agent, Chief Financial Officer and Township Solicitor.

Should you have any questions or require any additional information, please do not hesitate to contact me at our office.

Very truly yours,
DeBlasio & Associates, P.C.



Marc DeBlasio, P.E., P.P., C.M.E.
President
T: 609-854-3311
Marc@deblasioassoc.com

cc: Michael Laffey, Manager (via email w/encl.)
Robert Osborn, Qualified Purchasing Agent (via email w/encl.)
Gary Douglass, Public Works Superintendent (via email w/encl.)
Rob Belasco, Solicitor (via email w/encl.)
Mayor Frank Sippel (via email w/encl.)

BID TABULATION

Project Name: NJDEP GREEN ACRES JAKE'S LAW PLAGROUND ROTARY COMMUNITY PARK - PHASE 2
D&A Project #: LT-C-028
Client: Township of Lower
Bid Opening Date: 04/30/2026

Fred M. Schlavone Construction
P.O. Box 416
Malaga, NJ 08328

Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT
BASE BID					
1	CLEARING SITE	LUMP SUM	LUMP SUM	LUMP SUM	\$270,665.00
2	SITE EXCAVATION, FILLING AND GRADING	LUMP SUM	LUMP SUM	LUMP SUM	\$36,125.00
3	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	LUMP SUM	\$5,850.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	150	TON	\$135.00	\$20,250.00
5	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	50	TON	\$135.00	\$6,750.00
6	HMA MILLING, 2" DEPTH	800	S.Y.	\$20.00	\$16,000.00
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	290	S.Y.	\$15.00	\$4,350.00
8	EXCAVATION, UNCLASSIFIED	100	C.Y.	\$66.00	\$6,600.00
9	8" X 18" CONCRETE VERTICAL CURB	75	L.F.	\$76.00	\$5,700.00
10	CONCRETE BASE COURSE, 4" THICK	440	S.Y.	\$106.00	\$46,640.00
11	CONCRETE SIDEWALK, 4" THICK	625	S.Y.	\$83.00	\$51,875.00
12	BENCH	2	UNITS	\$6,850.00	\$13,700.00
13	PLAYGROUND EQUIPMENT, FURNISH AND INSTALL	LUMP SUM	LUMP SUM	LUMP SUM	\$194,300.00
14	POURED IN PLACE SAFETY SURFACE	3,850	S.F.	\$27.75	\$106,837.50
15	TRAFFIC MARKING LINES, 4"	250	L.F.	\$6.90	\$1,725.00
16	TRAFFIC MARKING LINES, 24"	25	L.F.	\$41.40	\$1,035.00
17	TRAFFIC MARKINGS, THERMOPLASTIC ADA SYMBOL	1	UNIT	\$520.00	\$520.00
18	CONCRETE WHEEL STOP	6	UNIT	\$160.00	\$960.00
19	ADA PARKING SIGN	1	UNIT	\$350.00	\$350.00
20	CHAIN LINK FENCE GATE, 4' HIGH AND 5' WIDE	4	UNIT	\$1,150.00	\$4,600.00
21	1 1/2" POLYVINYL CHLORIDE (PVC) SANITARY SEWER FORCE MAIN	400	L.F.	\$54.00	\$21,600.00
22	SANITARY SEWER GRINDER PUMP STATION	1	UNIT	\$16,250.00	\$16,250.00
23	MANHOLE CONNECTION	1	UNIT	\$3,500.00	\$3,500.00
24	WATER SERVICE, 1" COMPLETE	280	L.F.	\$50.00	\$14,000.00
25	SINGLE USE RESTROOM BUILDING - PRICE INCLUDES ALL WORK INCLUDED IN ARCHITECTUAL DIVISIONS 03, 04, 05, 06, 07, 08, 09, 10, ALL WORK INCLUDED IN MEP DIVISIONS 21, 22, 23, 26, 27, 28, AND AS DETAILED IN THE CONSTRUCTION DOCUMENTS.	LUMP SUM	LUMP SUM	LUMP SUM	\$196,000.00
26	LITTER RECEPTACLE	4	UNIT	\$5,553.00	\$22,212.00
27	TOPSOIL, SEEDING AND FERTILIZER, 5" THICK	1,600	S.Y.	\$12.00	\$19,200.00
28	ADA PICNIC TABLE	4	UNIT	\$16,721.00	\$66,884.00
29	CHAIN LINK FENCE, 4' HIGH	550	L.F.	\$54.00	\$29,700.00
30	ROUND PICNIC TABLE	4	UNIT	\$10,000.00	\$40,000.00
31	SITE LIGHTING	LUMP SUM	LUMP SUM	LUMP SUM	\$23,100.00
32	SHADE STRUCTURE, 24'x16', FURNISH AND INSTALL	2	UNIT	\$74,500.00	\$149,000.00
33	SHADE STRUCTURE, 12' SQ., FURNISH AND INSTALL	1	UNIT	\$13,845.00	\$13,845.00
34	SHADE STRUCTURE, 14' SQ., FURNISH AND INSTALL	1	UNIT	\$18,785.00	\$18,785.00
35	SHADE STRUCTURE, 16' SQ., FURNISH AND INSTALL	1	UNIT	\$18,275.00	\$18,275.00

BID TABULATION

Project Name: NJDEP GREEN ACRES JAKE'S LAW PLAGROUND ROTARY COMMUNITY PARK - PHASE 2
D&A Project #: LT-C-028
Client: Township of Lower
Bid Opening Date: 04/30/2026

Fred M. Schiavone Construction
P.O. Box 416
Malaga, NJ 08328

Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT
		36	SHADE STRUCTURE, 38'x20', FURNISH AND INSTALL	1	UNIT
37	ORNAMENTAL FENCE AND GATE, 4' HIGH	87	L.F.	\$171.00	\$14,877.00
38	DETECTABLE WARNING SURFACE	2	S.Y.	\$250.00	\$500.00
39	TREE REMOVAL, UNDER 36" DIAMETER	5	UNIT	\$1,825.00	\$9,125.00
40	ALLOWANCE	20,000	DOLLAR	\$1.00	\$20,000.00
41	SOIL EROSION AND SEDIMENT CONTROL	LUMP SUM	LUMP SUM	LUMP SUM	\$8,115.00
42	GREEN ACRES PROJECT IDENTIFICATION SIGN	1	UNIT	\$1,675.00	\$1,675.00
TOTAL AMOUNT BASE BID BASED ON ESTIMATED QUANTITIES FOR BID ITEMS 1 - 42					\$1,536,145.50

ADD ALTERNATE #1					
Item	Description	Quantity	Units	Unit Price	Amount
A1	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	150	TON	\$135.00	\$20,250.00
A2	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	20	TON	\$135.00	\$2,700.00
A3	HMA MILLING, 2" DEPTH	1,000	S.Y.	\$20.00	\$20,000.00
A4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	150	S.Y.	\$15.00	\$2,250.00
A5	EXCAVATION, UNCLASSIFIED	45	C.Y.	\$66.00	\$2,970.00
TOTAL AMOUNT ADD ALTERNATE #1 BID BASED ON ESTIMATED QUANTITIES FOR BID ITEMS A1 - A5					\$48,170.00

BASE BID + ADD ALTERNATE BID #1 **\$1,584,315.50**

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-196

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE CAPE MAY COUNTY REGIONAL UNMANNED AIRCRAFT SYSTEMS TASK FORCE

WHEREAS, the Cape May County Prosecutor's Office ("CMCPO") has established the Cape May County Regional Unmanned Aircraft Systems Task Force ("UAS Task Force") for the purpose of enhancing public safety through the responsible and effective deployment of unmanned aircraft systems; and

WHEREAS, the UAS Task Force is intended to provide critical situational awareness to first responders and to support approved public safety missions, including law enforcement investigations, fire/search and rescue operations, disaster response and recovery, hazardous materials incidents, crash reconstruction and crime scene documentation, large-scale event monitoring, tactical deployments, and other approved public safety missions; and

WHEREAS, the CMCPO has proposed a Memorandum of Understanding with participating municipalities and agencies in Cape May County setting forth the terms and conditions of participation in the UAS Task Force, including organizational structure, supervision, training, reporting, media relations, liability, and the responsibilities of participating agencies; and

WHEREAS, the Township Council of the Township of Lower recognizes the public safety benefits of participation in the Cape May County Regional Unmanned Aircraft Systems Task Force and supports the execution of the MOU with the CMCPO.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Council hereby approves the form and content of the attached Memorandum of Understanding with the Cape May County Prosecutor's Office in connection with participation in the Cape May County Regional Unmanned Aircraft Systems Task Force; and

BE IT FURTHER RESOLVED that the Chief of Police of the Lower Township Police Department is hereby authorized to execute the Memorandum of Understanding, together with any and all documents necessary to effectuate the terms and conditions thereof; and

BE IT FURTHER RESOLVED that the appropriate Township officials, officers, employees, professionals, and agents are hereby authorized and directed to take any and all actions necessary to implement the intent and purpose of this Resolution.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held May 18, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-197

Title: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE DELAWARE RIVER AND BAY AUTHORITY IN CONNECTION WITH THE SUMMER CONCERT SERIES AT THE CAPE MAY FERRY TERMINAL

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, over the course of approximately the past eleven (11) years, the Township of Lower and the Delaware River and Bay Authority have jointly hosted a weekly summer concert series at the Cape May Ferry Terminal; and

WHEREAS, in an effort to ensure that the expectations of the Township of Lower and the Delaware River and Bay Authority relative to the operation of the Summer Concert Series, as well as their respective rights and obligations, are acknowledged and understood, the Township of Lower and the Delaware River and Bay Authority have elected to reduce the same to the form of a written agreement; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Township of Lower and the Delaware River and Bay Authority have negotiated an Agreement and deem it necessary and proper to memorialize its terms, as set forth therein, in order to outline their respective rights and responsibilities for the benefit of both Parties.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Shared Service Agreement between Township of Lower and the Delaware River and Bay Authority be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said agreement.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

SHARED SERVICE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE DELAWARE RIVER AND BAY AUTHORITY

DATED

MAY 18, 2026

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE DELAWARE RIVER AND
BAY AUTHORITY IN CONNECTION WITH THE SUMMER CONCERT SERIES AT THE CAPE
MAY FERRY TERMINAL

**A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND
THE DELAWARE RIVER AND BAY AUTHORITY IN CONNECTION WITH THE
SUMMER CONCERT SERIES AT THE CAPE MAY FERRY TERMINAL**

THIS SHARED SERVICE AGREEMENT is made this 18TH day of MAY, 2026 by and between the **TOWNSHIP OF LOWER** (“Township”), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **DELAWARE RIVER AND BAY AUTHORITY** (“Authority”), a bi-state agency created pursuant to the Delaware-New Jersey Compact, 17 Del. C §1701 and N.J.S.A. 32:11E-1, et. seq., whose administrative offices are located at 2162 New Castle Ave, New Castle, Delaware 19720, and who may collectively be denominated as the “Parties” in this Agreement, and each may be called, separately, a “Party.”

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* (the “Act”), authorizes local units of this State to enter into agreements with any other local unit or units in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, over the course of the past several years, the parties have hosted and shared expenses related to a summer concert series that takes place on a weekly basis at the Cape May Ferry Terminal; and

WHEREAS, in an effort to ensure that the expectations of the parties relative to the operation of the Summer Concert Series, and the rights and obligations of the parties are acknowledged and understood, the parties have elected to reduce same in the form of this written agreement;

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Township and the Authority have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in connection with the joint hosting and operation of the 2026 Lower Township Summer Concert Series at the Cape May Ferry Terminal:

1. **PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. **TERM OF THE AGREEMENT:** This Agreement shall take effect on May 18, 2026, and shall remain in effect through August 31, 2026, unless earlier terminated in accordance with this Agreement.

3. **TOWNSHIP RESPONSIBILITIES:**

A. The Township and the Authority agree to jointly host a weekly Lower Township Summer Concert Series at the Cape May Ferry Terminal during the summer of 2026, commencing July 8, 2026 through August 26, 2026.

B. The Township will be solely responsible for all costs incurred in connection with booking the following individual bands to perform at the weekly Lower Township Summer Concert Series:

Wednesday, July 8 – Soul Cruisers

Wednesday, July 15 – Split Decision

Wednesday, July 22 – Jimmy & The Parrots

Wednesday, July 29 – Legacy

Wednesday, August 5 – Fat Mezz

Wednesday, August 12:

- Children’s Fund Benefit Concert – Lower Township Celebrates America 250 Patriotic Drone Show

- Subliminal Message @ 4pm;

- Amish Outlaws @ 7pm

Wednesday, August 19 – E Street Shuffle

Wednesday, August 26 – Don’t Call Me Francis

C. Notwithstanding the fact that the Authority is responsible for providing the venue and a stage for the above-referenced concerts, the Township agrees to assume sole responsibility for setting up, maintaining, breaking down, and storing the stage.

4. **AUTHORITY RESPONSIBILITIES:**

A. The Authority and the Township agree to jointly host the weekly Lower Township Summer Concert Series at the Cape May Ferry Terminal during the Summer of 2026, commencing July 8, 2026 through August 26, 2026.

B. The Authority will make available the lawn area at the Cape May Ferry Terminal to host the Lower Township Summer Concert Series, and the Authority will be responsible for providing a stage for use by bands performing at the Summer Concert Series.

- C. The Authority will be responsible for providing, and will be solely responsible for all costs incurred in connection with providing the venue, marketing the Lower Township Summer Concert Series, providing security during concerts, and for trash collection/disposal.

5. JOINT AGREEMENTS/RESPONSIBILITIES:

- A. The parties agree that there will be no ticketing/admission or parking fees charged to members of the general public who attend the Lower Township Summer Concert Series.
- B. Members of the general public shall be permitted to bring outside food, non-alcoholic beverages, and small personal coolers with them to the venue for personal consumption on site during performances. No outside alcoholic beverages are permitted into the venue. No cooking of food shall be permitted anywhere on the Cape May Ferry Terminal property except as outlined within paragraph 5(C). Members of the general public shall not sell food anywhere on the Cape May Ferry Terminal property.
- C. One concert, to be selected by the Lower Township Department of Parks and Recreation, shall be dedicated to benefit the Lower Township Children's Fund. At said concert, the parties are in agreement that outside vendors will be permitted into the venue in order to sell goods and services to the general public in attendance at said performance.

6. TERMINATION: Notwithstanding the foregoing, this Agreement may be terminated by either party, for any reason or no reason, upon one (1) month's written notice to the other party. This Agreement may also be terminated in the event of a material breach by either party, provided that the non-breaching party gives written notice to the breaching party specifying the grounds for the alleged breach. The breaching party shall have fifteen (15) days from receipt of such notice to cure the breach. If the breach is not adequately cured within that period, the non-breaching party may immediately terminate this Agreement upon written notice.

7. INSURANCE AND INDEMNIFICATION: The parties represent that each is insured for liability purposes and agree to remain insured for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurance to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, demands, liabilities, causes of action, complaints, suits, damages, penalties, fines, judgments, losses, costs, and expenses, including reasonable attorneys' fees, court costs, consultants' fees, experts' fees, and enforcement costs, to the extent arising out of the sole

negligence, criminal acts, or intentional misconduct of the indemnifying party or its employees, agents, officers, or representatives in connection with the performance of this Agreement.

The Parties agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

8. ADDITIONAL SERVICES: In the event additional services associated with this Agreement are required or deemed necessary and are not specifically set forth herein, the parties may enter into additional written agreements or amendments, subject to any approvals, resolutions, or other authorizations required by law or by the governing bodies of the parties. Any fees associated with such additional services must be negotiated and agreed upon in writing before such services are undertaken.

9. ASSIGNMENT: The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

10. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. ENTIRE AGREEMENT: This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

12. SEVERABILITY: If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

13. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power herein be deemed a waiver or relinquishment of the same or any other right or power at any other time.

14. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL: The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions, if required, for such purposes.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

Karen Fournier, Township Clerk

Frank Sippel, Mayor

ATTEST:

DELAWARE RIVER AND BAY AUTHORITY

Michelle Warner

Michelle Warner, Esq.

Joel Coppadge

Joel V. Coppadge, Executive Director

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-198

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH THE COUNTY OF CAPE MAY IN CONNECTION WITH THE TOWNSHIP'S FOURTH OF JULY CELEBRATION AND THE TEMPORARY CLOSURE OF A PORTION OF TOWNBANK ROAD (CR 648)

WHEREAS, on Friday, July 3, 2026, the Township of Lower has scheduled a Fourth of July Celebration, which will include a fireworks display; and

WHEREAS, in order to facilitate the anticipated Fourth of July Celebration and to ensure that members of the public are able to view the fireworks safely, the Township of Lower intends to close a portion of Townbank Road (CR648) in the area of Fairview Road; and

WHEREAS, in order to facilitate the anticipated Fourth of July Celebration and to promote the safe viewing of the fireworks display by members of the public, the Township intends to temporarily close a portion of Townbank Road (CR 648) in the vicinity of Fairview Road; and

WHEREAS, Townbank Road (CR 648) is owned by and under the jurisdiction of the County of Cape May; and

WHEREAS, the Township has requested, and the County has granted, approval for the temporary closure of a portion of Townbank Road in connection with the Township's Fourth of July Celebration; and

WHEREAS, the County's approval is conditioned upon the Township's execution of an Indemnification Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Indemnification Agreement between the County of Cape May and the Township of Lower is hereby approved, that the Mayor and/or Township Manager are hereby authorized to execute the Indemnification Agreement, together with any other documents reasonably necessary to effectuate the intent of this Resolution.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

INDEMNIFICATION AGREEMENT

This Agreement is made on the _____ day of _____, by and Between the **Lower Township Police Department**, including, but not limited to its various agents, volunteers, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is at **405 Breakwater Road, Erma, NJ 08204**, (*hereinafter collectively referred to as "Indemnitor"*); and **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (*hereinafter, collectively, referred to as the "Indemnitee"*).

RECITALS

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold their **July Fireworks Celebration on Friday, July 3, 2026 with a rain date of Sunday, July 5, 2026 from 3:00 p.m. to 11:00 p.m.** (*hereinafter referred to as the "Event"*), on **Townbank Road (CR648) in the area of Fairview Road** owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents, volunteers and employees temporarily close a portion of **Townbank Road (CR648)**. This permission is limited to participants, agents, volunteers and employees of the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to **Close or Utilize County Road CR648** on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences,

whether property damage, personal injury or the like, occurring as a result of the "Event", provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees or other representatives. Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, guests, invitees, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever, provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees, or other representatives.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe, but with respect only to patent conditions observable from a visual inspection of the road surface from the road surface.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

INDEMNIFICATION

1. Incorporation of Recital by Reference.

The clauses of the Recital, as set forth above, are incorporated herein by reference as if set forth at length and, therefore, constitute a part of the terms of this Agreement.

2. Scope.

To the fullest extent provided by law, Indemnitor assumes the risk of all damage, loss, cost and expenses and agrees to indemnify, defend and hold harmless the Indemnitee, its elected officials, officers, agents and employees from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by Indemnitee, its elected officials, officers, agents or employees, on account of any allegation, claim, suit or action asserted or brought against Indemnitee, its elected officials, officers, agents or employees for the death of or injury to any person or persons or destruction of property or any money damage claim involving Indemnitor, its agents, employees, representatives, participants, spectators, guests, invitees, chaperones, sponsors or any individual or entity, sustained in connection with the event, to the extent it's not caused by an intentional act or omission or sole negligence of the Indemnitee, its elected officials, officers, agents, or employees.

It is the intention that the Scope of this Indemnification Agreement is the widest and most comprehensive allowable by law and that the Indemnitor should be responsible for any and all liabilities, occurrences, damages or costs which may occur including, without limitation, attorney's fees and all costs of suit or defense.

Indemnitor and Indemnitee agree that this Agreement shall be construed to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties of indemnity which shall include the obligation by Indemnitor to:

(a) inspect the condition of the roadways owned by Indemnitee, all traffic patterns and conditions associated with the roads, and to post warnings where necessary to avoid the risk of harm to its participants, employees, spectators and all other individuals and entities, but limited to patent conditions observable from a visual inspection of the road surface from the road surface.

(b) defend Indemnitee in any claim, lawsuit, arbitration or claim of any sort, nature and type to the extent covered by this Indemnification Agreement. Said duty to indemnify shall include the duty to defend completely from commencement through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnitee to incur costs, including attorney's fees, to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnitee.

(c) defend and indemnify the Indemnitees for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity, except for claims by or on behalf of the Indemnitee or its privies.

3. Compliance with the Law.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments as they relate to the rules of the road, manner of traveling and method of bicycling, running and/or walking across a publicly-owned and operated bridge and approach road. The Indemnitee shall provide the

Indemnitor with copies of, or access to the text of all such rules, regulations and standards.

4. Waiver and Release.

Indemnitor, on its own behalf and on behalf of all participants in **Lower Township Police Department** waive all rights to make a claim or file a suit against Indemnatee for, and relieves Indemnatee from all liability or responsibility of any kind arising from such damages, loss cost or expense, except to the extent the same are substantially caused by the acts or omissions of the Indemnatee, its agents, contractors, employees or other representatives.

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnatee for contribution or indemnification with respect to any claim for which is has agreed to indemnify the Indemnity hereunder.

5. Severability.

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Governing Law.

This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or

relating to this Agreement shall bring legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

7. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect until the expiration of the applicable Statute of Limitations or other statute of repose and the duty of defend shall extend beyond such a period to the extent any claim for which indemnification is provided hereunder is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under **Lower Township Police Department** scheduled to occur on **July 3, 2026, rain date July 5, 2026.**

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

WITNESS:

By: _____

Date: _____

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board

By: _____
Leonard Desiderio
Commissioner Director

Date: _____

APPROVED AS TO FORM:

Jeffery Lindsay, Esq.
County Counsel

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-199

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES TO PREPARE AND SUBMIT AN APPLICATION FOR THE FY2027 NJDOT STATE AID PROGRAM

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, DeBlasio & Associates have provided a proposal to prepare and submit an application for the FY 2027 NJDOT State Aid Program at the fee of \$ 2,500.00 for one application and \$1,000.00 for each additional application thereafter in coordination with the Grants Coordinator and Director of Public Works; and the CFO has certified the availability of funds in the following budget lines as evidenced by his signature:

Appropriation: 6-01-20-165-299

Signature: 
James Craft, CFO

WHEREAS, the Township Council desires to approve the proposal.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding is awarded as follows:

1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$2,500.00 is hereby approved.

BE IT FURTHER RESOLVED that a notice of Award of Professional Service Contract for the above award shall be published in the Township's Website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

April 23, 2026

VIA EMAIL

Gary Douglass, SuperIntendent
Township of Lower Public Works Department
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
FY2027 NJDOT State Aid Program:
Municipal Aid, Transit Village, Bikeways and
Safe Streets to Transit Programs**

Dear Mr. Douglass:

On April 17, 2026, the New Jersey Department of Transportation's (NJDOT) notified all municipalities that applications are being accepted for the FY2027 State Aid programs. The NJDOT is accepting applications for four (4) categories and a brief description of each category is listed below:

- **Municipal Aid** – This \$155 million program with an additional \$10 million in Urban Aid provides funding for local transportation projects for a total of \$165 million. Municipalities are encouraged to consider projects that support walking and biking safety.
- **Transit Village** – This program is open to the 37 municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the Inter-agency Transit Village Task Force. A total of \$1 million is available to fund traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. The approved Transit Village municipalities are provided in the following link:
<http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** – This \$1 million program is intended to fund bicycle projects which create new Bike Path Mileage. This program encourages new bikeways that are physically separated from motorized vehicular traffic by an open space or barrier. Counties and municipalities are eligible.
- **Safe Streets to Transit** – This program encourages counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities to promote transit usage for all. A total of \$1 million is available for grant awards.

Our fee to prepare and submit the Township's State Aid application(s) is \$2,500.00 for one application and \$1,000.00 for each additional application thereafter.

The applications must be completed and submitted on or before July 1, 2026 on-line thru SAGE. Since the applications must be authorized for submission by an approved resolution of the Township, we are requesting that the Township select the project candidate(s) as soon as possible so that we can meet the application deadline.

Upon your authorization, we are prepared to begin work immediately in the preparation of your 2027 NJDOT State Aid application(s). Should you have any questions or require additional information, please do not hesitate to contact me or Andy McTague at our office.

Very truly yours,

DeBlasio & Associates



Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasioassoc.com

cc : Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Robert Osborn, QPA (via email)
Karen Fournler, Clerk (via email)
Andrew McTague (via email)
Finance (via email)

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-200

Title ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR 2026

WHEREAS, Michael Moreno, t/a Safe and Sound LLC/ Mister Softee, has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2026; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2026, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

Danny Smith

Ice Cream Peddling Business License

2024 Freightliner Vin #4UZAC1G76RCVN946

BE IT FURTHER RESOLVED, that anyone selling in conjunction with the above license shall do so only upon proper application and license approval by the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, NEW JERSEY

RESOLUTION #2026-201

Title: **A RESOLUTION AUTHORIZING THE SALE OF LOWER TOWNSHIP EQUIPMENT NO LONGER NEEDED FOR PUBLIC USE TO BE SOLD FOR SCRAP AS EQUIPMENT IS RUSTED AND DETERIORATED**

WHEREAS, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed or useful for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use; and

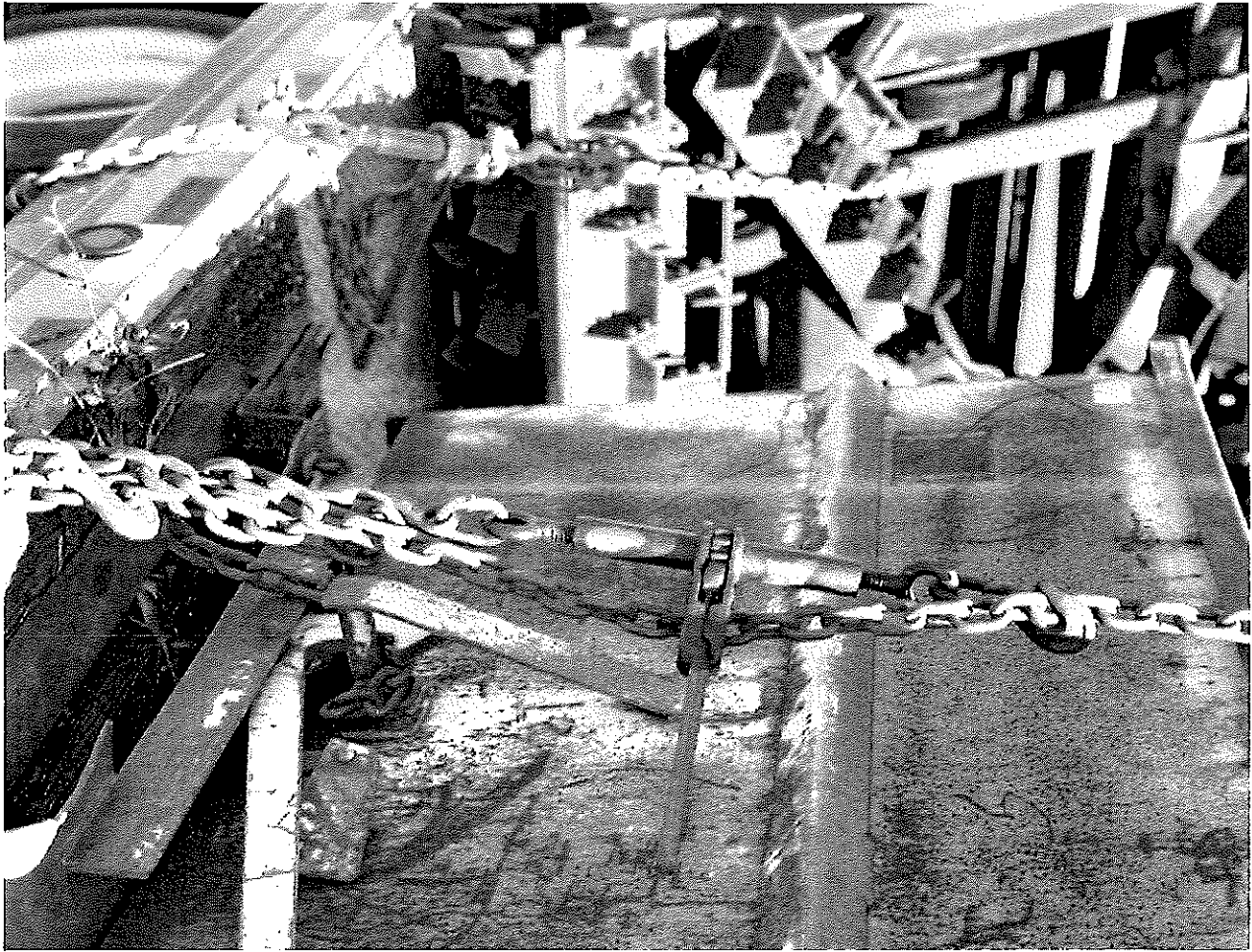
WHEREAS, the Township of Lower intends to sell the property for scrap to Raff's Recycling.

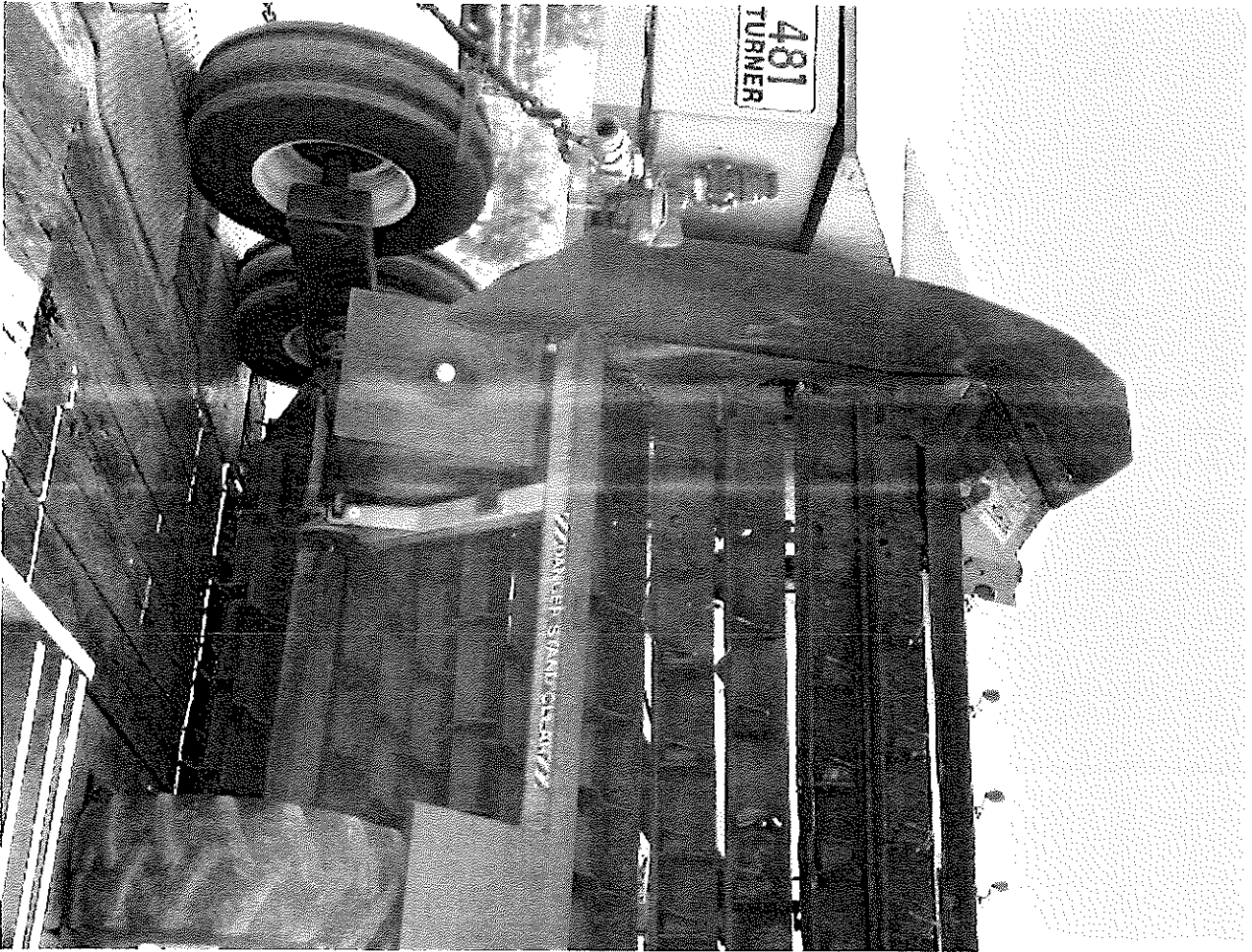
NOW, THEREFORE, BE IT RESOLVEED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township of Lower is authorized to sell the surplus property as indicated on Schedule A to Raff's Recycling.

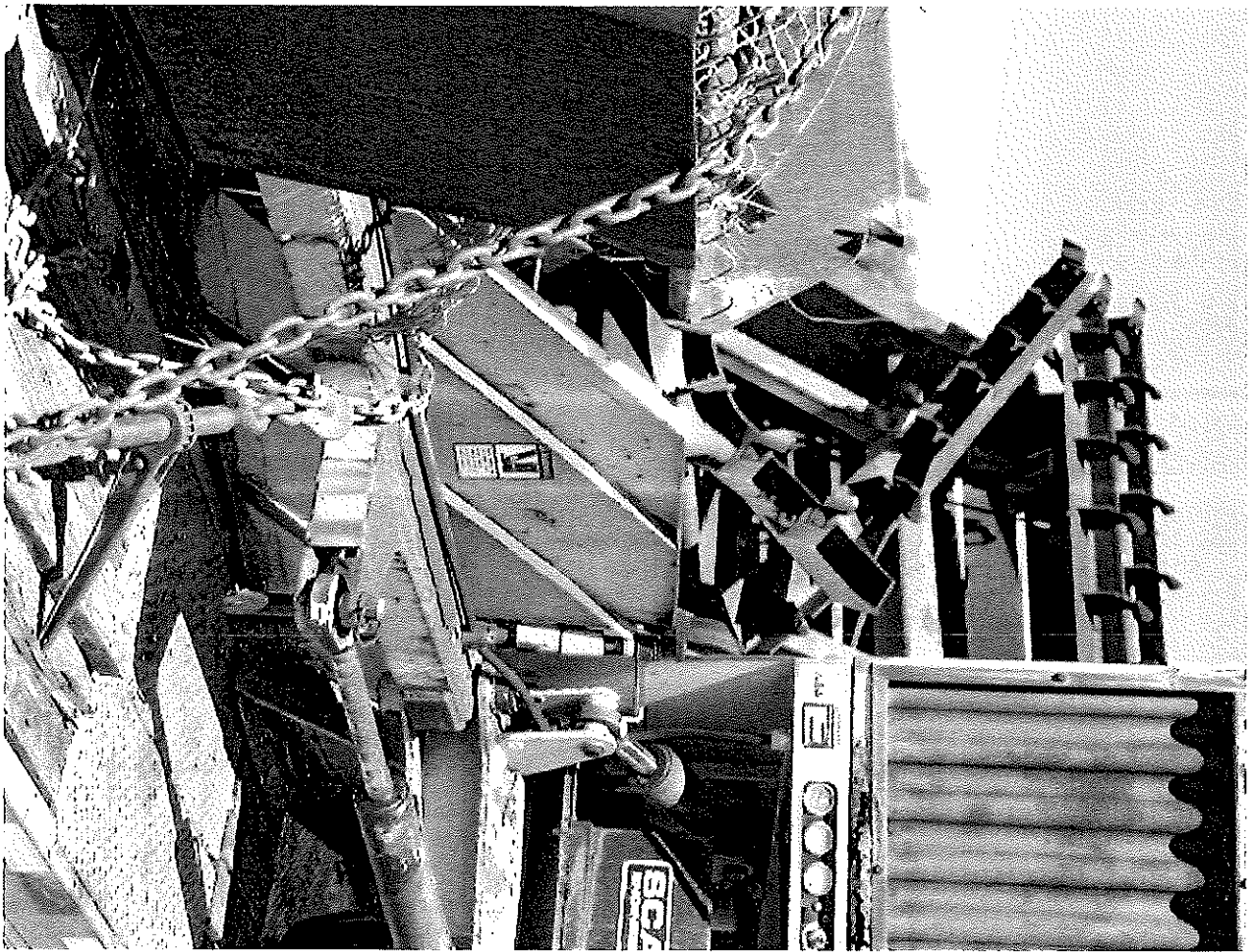
	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk







TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-202

Title: **AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE**

WHEREAS, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the Township surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on Schedule A on an online auction website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-203

Title: **A RESOLUTION SCHEDULING EIGHT (8) CONCERT EVENTS FEATURING NINE (9) BANDS TO BE HELD AT THE DRBA FERRY TERMINAL**

WHEREAS, the Township of Lower is authorized by N.J.S.A. 40A:11-5(1)(a)(i) to enter into contracts for professional services without competitive bidding, when the need arises, provided that the award of such contracts is made public by resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play Law; and

WHEREAS, the Lower Township Recreation Department has scheduled eight (8) concert events, featuring nine (9) bands, to take place at the Delaware River and Bay Authority Ferry Terminal on the following dates and at the following costs:

<u>Band</u>	<u>Date</u>	<u>Cost</u>
SouI Cruisers	7/8/2025	\$ 4,500.00
Split Decision	7/15/2025	\$ 4,000.00
Jimmy & The Parrots	7/22/2025	\$ 4,250.00
Legacy	7/29/2025	\$ 2,500.00
Fat Mezz	8/05/2025	\$ 4,750.00
Subliminal Message	8/12/2025	\$ 2,500.00
Amish Outlaws	8/12/2025	\$ 5,750.00
E Street Shuffle	8/19/2025	\$ 3,550.00
Don't Call Me Francis	8/26/2025	\$ 4,000.00
TOTAL		\$35,800.00

WHEREAS, the amounts of said contracts shall be in accordance with the services set forth in Exhibits A through I attached hereto; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds are available, as evidenced by his signature below:

Appropriation: \$24,000.00 6-01-30-420-259 Public Events-Concerts
\$7,000.00 G-02-400-300-679 CMC Arts Grants
\$4,700.00 T Donation Trust Fund Reserve-Donations

Signature: _____
 James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contracts are hereby awarded as per attached contracts:

AWARDED TO:	Steven Baralata One (1) Concert	\$ 4,250.00
AWARDED TO:	Split Decision Music, LLC One (1) Concert	\$ 4,000.00
AWARDED TO:	Yeamon Music Inc. One (1) Concert	\$ 4,250.00
AWARDED TO:	Legacy Band, One (1) Concert	\$ 2,500.00
AWARDED TO:	Anthony Baker Entertainment, LLC One (1) Concert	\$ 4,750.00
AWARDED TO:	Amish Outlaws, LLC One (1) Concert	\$ 5,750.00
AWARDED TO:	Moshers Construction, One (1) Concert	\$ 2,500.00
AWARDED TO:	Asbury Entertainment, One (1) Concert	\$ 3,550.00
AWARDED TO:	Adoleo, Inc., One (1) Concert	\$ 4,000.00

BE IT FURTHER RESOLVED, that a notice of Award of Professional Contract for the above award shall be published on the Township's website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

 Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-204

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,600.00 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-
Revenue Offset with Appropriations- 2026 Click it or Ticket Enforcement

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,600.00 be and the same is hereby appropriated under the caption of:

General Appropriations
Miscellaneous Revenues-
Revenue Offset with Appropriations- 2026 Click it or Ticket Enforcement

FURTHER RESOLVED that a certified copy of this resolution with the appropriate documentation shall be filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

From: Woltmann_Christine <Woltmann_Christine@aclink.org>
Sent: Thursday, April 30, 2026 12:31 PM
To: Lieutenant Anthony Greto <greto@lowertownshippolice.com>
Subject: Grant Award: 2026 Click it or Ticket Enforcement Mobilization

Congratulations!

The Lower Township Police Department has been awarded a \$5,600 reimbursement grant for the Click it or Ticket enforcement mobilization which will run between May 18-31, 2026. **The grant funded overtime rate is \$70/hr.**

There are 6 forms that must be completed to qualify for reimbursement.

- Officer Daily Activity Report
- The DHTS F-2 Salary Expenditure Detail Form
- The Payroll Certification In lieu of Payroll Registers letter (CFO)
- The State of New Jersey Payment Voucher (CFO)
- County Standard Invoice
- Enforcement Summary Report

Each officer who works a grant-funded enforcement detail **MUST** complete the **Officer Daily Activity Report** which will include their signature and a supervisor's signature. The data from the daily activity report should then be entered on the **F-2 Salary Expenditure Detail Form** by the date each detail was completed. **Please ensure that the time listed on the Officer Daily Report is the same time listed on the F-2 form and in the same format (military or standard time).** The dates must be in chronological order indicating the earliest detail completed first. Once this is completed and signed it should be given to your municipal CFO.

The CFO will need to total the amount claimed and sign the **Payroll Certification In Lieu of Payroll Registers** letter. The CFO will also need to complete the **State of New Jersey Payment Voucher**.

All completed documents should be scanned and emailed to woltmann_christine@aclink.org no later than **Monday, June 15, 2026.**

It is the expectation of the New Jersey Division of Highway Traffic Safety that the Law Enforcement Performance Standards (attached) are met by every Officer.

Please feel free to reach out to me with any questions.

Thank you in advance for your participation.

Christine Woltmann
Highway Traffic Safety – Atlantic-Cape May Region
(609) 407-6739 office
(609) 517-1590 cell

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2026-09

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC FOR REAL PROPERTY IDENTIFIED AS BLOCK 409, LOT 24.02 TO PROVIDE ELECTRIC SERVICE TO THE CLEM MULLIGAN SPORTS COMPLEX STORM SEWER PUMP STATION**

WHEREAS, the Township of Lower is the owner of certain real property identified as Block 409, Lot 24.02, commonly known as the Clem Mulligan Sports Complex; and

WHEREAS, the Township of Lower is in the process of completing infrastructure upgrades at the Clem Mulligan Sports Complex, specifically the installation of a Storm Sewer Pump Station which requires electric service; and

WHEREAS, Atlantic City Electric has agreed to install a new utility pole at the sports complex property to provide electric service to the new Storm Sewer Pump Station; and

WHEREAS, in order to install, operate, maintain, repair, and replace the electric facilities necessary to extend electric service to the Storm Sewer Pump Station, Atlantic City Electric requires a utility easement over a portion of the property for the location of a new utility pole and related facilities, together with reasonable rights of access thereto; and

WHEREAS, the Township of Lower and Atlantic City Electric have negotiated a Utility Easement Agreement, a copy of which is attached to this Ordinance, setting forth the terms, conditions, and location of the easement area to facilitate the extension of electric service to the Storm Sewer Pump Station; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13, the conveyance or granting of an easement or other interest in municipal real property must be authorized by ordinance; and

WHEREAS, the Township Council of the Township of Lower has determined that authorizing the execution and recording of the Utility Easement Agreement for the purpose of extending electric service to the Storm Sewer Pump Station is in the best interests of the Township and promotes the health, safety, and general welfare of the public;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

Section 1. The recitals set forth above are incorporated herein as if set forth at length:

Section 2. The Mayor, and/or his designee, is hereby authorized to execute and record the attached utility easement agreement and associated documents as may be necessary to provide the easement described above.

Section 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall become effective 20 days after final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: May 4, 2026

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk

Block: 409 Lot: 24.02
Township of: Lower Township

Prepared By Tom Santacroce
On behalf of Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____ 2026,
between Township Of Lower, 2600 Bayshore Road, Villas, NJ, "Grantor" and ATLANTIC CITY ELECTRIC
COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New
Jersey 08330, hereinafter referred to as "Grantee,"

WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 409 Lot 24.02, located in Township of Lower,
County of Cape May, State of New Jersey, which land abuts, Caroline Avenue.

For and in consideration of the payment by Grantee of the sum of one dollar (\$1.00) and other valuable
consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee a perpetual easement and
right of way and agrees as follows:

1. Grantee shall have the right to install, operate, maintain, add to, extend, relocate and remove its
ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and
appurtenances thereto to extend Grantee's systems and to provide services to Grantee's service areas;
including any other poles, down guys, anchors, cables, conduits, fiber optic cables and wires on, over,
under and across Grantor's land which may become necessary to provide such services as shown on
EXHIBIT A which is attached hereto.
2. The facilities installed pursuant to this agreement shall remain the property of Grantee and all
maintenance, repairs and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located
15 feet on each side of the centerline of Grantee' facilities.
4. Grantee shall have the rights of ingress, egress and regress to and over Grantor's land solely as
reasonably necessary to access the Easement Area & Facilities for the enjoyment of the rights granted
herein. To the extent practicable, Grantee shall use existing drives/paths and shall minimize interference
with Grantor's operations and public use of the Property."
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the
opening side of any enclosed equipment installed under the terms of this Agreement and shall not
construct any structures or improvements over or under the utility facilities permitted by this
Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not
inconsistent with or in contravention of the rights of Grantee.

Please complete in black ink.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantee's utility facilities installed hereunder may, subject to prior written consent from the Township, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

Name: Tom Santacroce
Title: Sr. Real Estate Representative

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by its officers and its corporate seal affixed hereto the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

**TOWNSHIP OF LOWER
GRANTOR:**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

STATE OF _____)

) **SS**

COUNTY OF _____)

BE IT REMEMBERED, that on the _____ day of _____, 20____, personally came before me, a notary public, the within named Grantor, _____

_____, who I am satisfied is the person who has signed the within instrument and acknowledged the said instrument to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; and that this acknowledging, executing, and delivering the same was duly authorized by a resolution of the Board of Directors of the said Corporation.

Notary Public

Notary
Seal/Stamp Here

Please complete in black ink.

FOR ACE USE ONLY

Secured by: T Santacroce	Grantor: Township Of Lower
Address: Caroline Avenue	Job Order Number: 20406847
County State: Cape May County, NJ	Pole Number: 66114/17095
Date of Easement: "[type Document Date]"	City / Township: Lower Township
Development: Clem Mulligan Sports Complex	
Tax Parcels: Block 409 Lot 24.02	

Please complete in black ink.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2026-10

Title: AN ORDINANCE REPEALING CHAPTER 7, TRAFFIC, ARTICLE IV, PAID PARKING ZONES/PARKING METERS, OF THE CODE OF THE TOWNSHIP OF LOWER, AND SPECIFICALLY REPEALING ORDINANCE #2026-04 AND ORDINANCE #2026-08

WHEREAS, pursuant to N.J.S.A. 40:48-2, the Township Council of the Township of Lower is authorized to make, amend, repeal, and enforce ordinances necessary and proper for the good government of the Township and for the protection of the public health, safety and welfare of its inhabitants; and

WHEREAS, on March 16, 2026, Township Council adopted Ordinance #2026-04 enacting Chapter 7, Traffic, Article IV, establishing Paid Parking Zones/Parking Meters and associated regulations; and

WHEREAS, on April 20, 2026, Township Council adopted Ordinance #2026-08 amending Chapter 7, Traffic, Article IV, Paid Parking Zones/Parking Meters, to establish rules and regulations associated with the issuance of paid parking permits; and

WHEREAS, Township Council, in consultation with the Manager's Office and Township professionals, and after receiving comments and concerns from members of the public, has determined that it is necessary and appropriate, and in the public interest, to repeal Ordinance #2026-04 and Ordinance #2026-08 in their entirety.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

Section 1. Chapter 7, Traffic, Article IV, Paid Parking Zones/Parking Meters, of the Code of the Township of Lower, as enacted by Ordinance #2026-04 and amended by Ordinance #2026-08, is hereby repealed in its entirety.

Section 2. Ordinance #2026-04 and Ordinance #2026-08 are likewise repealed in their entirety.

Section 3. All other ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall become effective twenty (20) days after final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: May 4, 2026

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk

Clock Report April 2026

Register Report - Last month

4/1/2026 through 4/30/2026

5/6/2026

Page 1

Date	Account	Description	Memo	Category	Clr	Amount
		INCOME				21,980.20
		Bus Lic 2026				625.00
		Ice Cream Vendor				540.00
		Liquor Licenses				300.00
		Opra Request				0.20
		Short Term Rental 2026				16,065.00
		Solicitation Permit				1,800.00
		Special Events				270.00
		Street Openings				50.00
		Vac Prop Reg				2,000.00
		Yard Sales				105.00
		Year Round Rental				225.00
		TRANSFERS				-21,980.20
		Council Checking				-21,980.20
				OVERALL TOTAL		0.00



Lower Township
2600 Bayshore Road
Villias, NJ 08251

Construction Permit Activity Report

4/1/2026 -> 4/30/2026

Summary

	Cost:	Count:			
New:	\$1,085,899.00	13	Cubic Footage:	369,853 Cu.ft	Permits Issued: 180
Addition:	\$1,213,497.00	15	Square Footage:	29,126 Sq.ft	Updates Issued: 17
Alteration:	\$2,091,877.00	163			
Demolition:	\$62,500.00	6			
Total:	\$4,453,773.00	197			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	91	\$47,668.00	\$0.00	\$47,668.00	B 184	169 %91.8	10 %5.4	5 %2.7
Plumbing:	52	\$8,553.00	\$0.00	\$8,553.00	P 88	77 %87.5	9 %10.2	2 %2.3
Electrical:	144	\$16,628.00	\$0.00	\$16,628.00	E 173	157 %90.8	9 %5.2	7 %4
Fire:	33	\$5,225.00	\$0.00	\$5,225.00	F 24	17 %70.8	7 %29.2	0 %0
Elevator:	2	\$0.00	\$0.00	\$0.00	V 1	1 %100	0 %0	0 %0
Mechanical:	53	\$3,675.00	\$0.00	\$3,675.00	M 37	31 %83.8	4 %10.8	2 %5.4
	375	\$81,749.00	\$0.00	\$81,749.00		507	452	39
DCA Training:	30		1370		(Note: Does not include result of none)			
DCA State:	149		4148	\$0.00				
DCA Minimum:	14		14					
	193		\$5,532					

Variations			Certificates		
	Total	Paid		Issued Total	Paid Total
Building	0	0	CA	69 \$0.00	\$0.00
Plumbing	0	0	CCO	0 \$0.00	\$0.00
Electrical	0	0	CO	14 \$3,848.00	\$3,864.00
Fire	0	0	CC	0 \$0.00	\$0.00
Mechanical	0	0	TCO	0 \$0.00	\$0.00
Elevator	0	0	TCC	0 \$0.00	\$0.00
Total:	\$0.00	\$0.00	Total:	83 \$3,848.00	\$3,864.00

NOTE:
Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	1	\$250	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$58	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	2	\$567	Elevator	0	\$0
Total:		\$875	Total:		\$0
	Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees	4	\$59	Issued	0	\$0.00

Payments (Based on Payment Date)	
Permit (198)	\$98,839.00
NON-UCC (1)	\$10.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$96,849.00



Lower Township
2600 Bayshore Road
Villas, NJ 08251

Daily Bank Summary

All payments collected between the dates of 4/1/2026 and 4/30/2026.

	Summary	Totals
UCC Permits		
Total Cash		\$2,866
Total Check		\$89,491
Total Charge		\$4,482
Total Permit Fees Collected		\$96,839
Non-UCC Permits		
Total Cash		\$10
Total Check		\$0
Total Charge		\$0
Total Permit Fees Collected		\$10
Penalties		
Total Cash		\$0
Total Check		\$0
Total Charge		\$0
Total Penalty Fees Collected		\$0
Other Payments		
Total Cash		\$0
Total Check		\$100
Total Charge		\$300
Total Other Fees Collected		\$400
Report Grand Total		
Total Cash		\$2,876
Total Check		\$89,591
Total Charge		\$4,782
Total Collected		\$97,249



Lower Township

Fee Item Payment Totals 4/1/2026 to 4/30/2026

Starting Receipt
PMT-26-00651

Ending Receipt
PMT-26-00956

					<u>Bag #</u>
Cash Total	Check Total	Charge Total	E-CHECK Total	Grand Total	
\$2,876.00	\$89,691.00	\$4,782.00	\$0.00	\$97,249.00	
Fee Type		Account		YTD Assigned	Assigned
Building Fee		#DEFAULT BUILDING FEE ACCOUNT		\$125,045.00	\$50,396.00
CO Fee		#DEFAULT CO FEE ACCOUNT		\$12,453.00	\$4,570.00
Contractors License Initial Fee		#DEFAULT DEPOSIT ACCOUNT		\$2,500.00	\$400.00
DCA Fee		#DEFAULT DCA FEE ACCOUNT		\$15,844.00	\$5,806.00
Dumpster Fee		#DEFAULT DUMPSTER FEE ACCOUNT		\$80.00	\$10.00
Electrical Fee		#DEFAULT ELECTRICAL FEE ACCOUNT		\$52,129.00	\$17,289.00
Fire Fee		#DEFAULT FIRE FEE ACCOUNT		\$18,895.00	\$5,775.00
Mechanical Fee		#DEFAULT MECHANICAL FEE ACCOUNT		\$10,830.00	\$3,675.00
Plumbing Fee		#DEFAULT PLUMBING FEE ACCOUNT		\$26,736.00	\$9,221.00
				\$264,512.00	\$97,142.00
<u>Adjustment Type</u>	<u>Adjustment Total</u>				
Refund	\$0.00				
Charge Back	\$0.00				
Bounced Check	\$0.00				
				Grand Total Less Adjustment	\$97,249.00

Please note Adjustments noted are based on the payment date not the adjustment date. Adjustments may happen months after the original payment. To see adjustments that occurred during this time frame refer to the Adjustments Report.



Lower Township
2600 Bayshore Road
Villas, NJ 08251

Census Report

between the dates of 4/1/2026 and 4/30/2026.

	<u>Census Item Number</u>	<u>Buildings</u>	<u>Units</u>	<u>Construction Value</u>
Privately Owned				
	101	4	4	\$569,200
	103	2	2	\$326,000
	999	169	-5	\$3,496,074
	(109) Total 101-105			\$895,200

**2026 CASH RECEIPTS
APRIL**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Current year taxes (2026)	4,112,674.06	23,237,102.41
Prior year taxes (2025)	142,452.04	585,349.92
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty	798.57	1,404.60
Municipal Service Fees		13,680.00
Tax Search Fees		0.00
Interest	17,996.89	52,833.29
Lot clearing		0.00
Returned Check Fees	20.00	160.00
Duplicate Bills	65.00	255.00
Trash	4,350.00	25,141.25
Cost of Tax Sale	1,032.49	1,032.49
TOTAL DEPOSITS	4,279,389.05	19,183,264.43
 DEPOSITED TO COUNCIL CHECK	 3,112,429.52	 19,268,250.00
 DEPOSITED TO WIPP ACCOUNT	 1,166,959.53	 4,652,539.39
 TOTAL DEPOSITS	 4,279,389.05	 23,920,789.39
 NSF Reversals	 4,642.92	 21,944.43
WIPP NSF Reversals	7,195.50	38,099.01
NSF Fee Reversal		0.00
TOTAL NSF	11,838.42	60,043.44
 TOTAL	 4,267,550.63	 23,860,745.95

Prepared by Kathy Brown

APRIL 2026
VITAL STATISTICS

Marriages,Civil Unions	11
Domestic Partners	1
Certified Copies	48
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$275.00
Domestic Partners State	\$25.00
Marriages, Civil Unions Twp	\$33.00
Domestic Partners Twp	\$3.00
Certified Copies	\$480.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

TOTAL \$816.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-205

Title: **A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12**

WHEREAS, the Township Council of the Township of Lower is subject to certain requirements of the Open Public Meetings Act, N.J.S.A 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

_____ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

_____ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

_____ (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

_____ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

 X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer. **Attorney/Client Privilege**

_____ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss if a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on May 18, 2026 that an Executive Session closed to the public shall be held on this date at approximately 5:30 p.m. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk